



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

TELEPHONE (205) 254-2265
FAX (205) 254-2484

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

April 13, 2017

INVITATION TO BID #17-24

Sealed bid for Food Incentive Program Administration services for a period of one (1) year renewable annually for a second and third year and month to month thereafter upon mutual agreement of both parties, for the City of Birmingham, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., May 8, 2017, at which time and place they will be publicly opened and read.

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 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.

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

It is required 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, it must be accompanied by an acceptable bid bond or check. Bid bond checks will be returned to all unsuccessful bidders after 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.

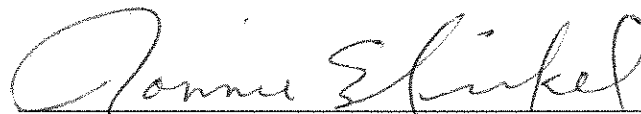
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy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

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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

Bid must be submitted in a sealed envelope marked, "**SEALED BID - FOOD INCENTIVE PROGRAM ADMINISTRATION SERVICES - 2:00 P.M., 05/08/17**". Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. (DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL). However, bids sent by any express carrier (Federal Express, UPS, DHL, etc.) must be mailed to 710 North 20th Street, and specify delivery to 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 2:00 p.m., May 8, 2017. Bids received after this time will not be considered.



Ron. E. Nickel, Purchasing Agent

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B.N. 04/19/17

**SPECIFICATIONS FOR FOOD INCENTIVE PROGRAM ADMINISTRATION SERVICES
FOR THE CITY OF BIRMINGHAM, AL**

GENERAL: The City of Birmingham is seeking bids for an annual contract for Food Incentive Program Administration services, for a period of one (1) year renewable annually at prices originally bid for a second and third year and month to month thereafter, upon mutual agreement of both parties. Award will be made to the lowest priced responsive, responsible bid submitted based on a per incentive card issued administrative fee.

The City reserves the right to conduct an on-site pre-award survey of the bidder offices and equipment to verify that the bidder meets all specifications and requirements.

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 State of Alabama Code, Section 41-16-50, in determining the low bidder.

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

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 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.

In order for any bid award to be considered your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00 payable to the City of Birmingham. Bid bond checks will be returned to all unsuccessful bidders after 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.

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 contract shall become effective from the date noted in the Notification of Award letter, which will be mailed to the successful vendor.

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.**

Any questions concerning these specifications should be addressed to the Purchasing Division, phone (205) 254-2265, fax (205) 254-2484, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

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.

Bidder (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 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.

Bidder 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 American, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

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 a maximum of \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (17-24) must appear on any/all copies of the certificate of insurance.

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

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

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

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

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

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

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

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

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.

Contract award to purchase the service 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.

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.

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.

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.

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. 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.

FOOD INCENTIVE PROGRAM ADMINISTRATION SERVICES BID SPECIFICATIONS

As the program administrator, the successful bidder shall establish a process that supports the City's Healthy Food Incentive Program. The City of Birmingham had an estimated median household income in 2015: \$32,378 (\$26,735 in 2000); estimated per capita income in 2015, \$20,817 (\$15,663 in 2000). The City recently adopted a Healthy Food Incentive Program that will provide subsidies/incentives to those qualifying within the city boundaries. The program initially will be capped at \$2,000,000.00 to cover eligible qualified incentive pay outs.

Every person desiring to participate in the program shall submit to the program administrator a verified, written application form signed under oath with necessary documentation required in accordance with rules to be adopted by the City Council (see below). The application must be filed between April 15 and June 30 each year. The program administrator shall review the applications to determine if the applicant satisfies the qualifications set forth in the City ordinance and shall distribute healthy food incentive cards to qualified participants beginning August 1 of each year. The healthy food incentive card must be used between August 1 and June 1 of the following year. Any dollar amount on the healthy food incentive card issued but not used within such time period shall be forfeited. Healthy food incentive cards shall not be transferable.

1. Each applicant for a healthy food incentive card must satisfy the following requirements to be eligible to participate in the program:

(a) Applicant must be at least eighteen years old and have been a full time resident of the City for a full twelve-month period prior to making an application for the year for which a healthy food incentive card is being applied for. The applicant must provide proof of identity and proof of residency. Proof of identity shall be demonstrated by providing a copy of driver's license or other State of Alabama or Federal photo identification and birth certificate. Proof of residency will be verified using copies of a deed or a lease, and utility bills for the residence. The proof of residency must demonstrate at least twelve (12) months residency in the City of Birmingham during the required period.

(b) Applicants meeting one or more of the following criteria shall be presumed to be eligible for the program:

- i. Applicants with income at or below the poverty level as defined by the U.S. Census Bureau; or
- ii. Applicants currently enrolled in SNAP; or
- iii. Applicants currently enrolled in WIC.

(c) If the applicant is an individual, the applicant must establish that he or she has not been claimed as a dependent on any other qualified participant's or applicant's tax return for the year for which a rebate is claimed.

(d) No household shall be eligible for more than one healthy food incentive card.

(e) Determination of eligibility shall be made by the program administrator based on investigation and sworn application from the applicant which shall include a copy of the applicant's tax return for the preceding year. The program administrator may require additional documentation of income eligibility, including, but not limited to, W-2 forms, 1099 forms, Social Security income statements, asset statements, or other similar documentation as necessary.

(f) The City Council shall have the authority to annually adjust qualifying income levels and healthy food incentive amounts consistent with the changes in area median family income. The qualifying income levels and healthy food incentive amounts shall be published on the City's website.

(g) No City employee, nor the spouse or a dependent of a City employee, shall be eligible to participate in the program. No City official, nor the spouse, dependent, adult child or his or her spouse, parent, spouse's parents, sibling and his or her spouse, of a City official shall be eligible to participate in the program.

2. The amounts of the healthy food incentive program for qualified participants during the first year of the program and for each subsequent year until adjusted by the City Council, as necessary, shall be as follows:

<i>Family Size</i>	<i>Amount of Incentive</i>
<i>Individual Household</i>	<i>\$50</i>
<i>1 Dependent</i>	<i>\$75</i>
<i>2 Dependents</i>	<i>\$100</i>
<i>3 Dependents</i>	<i>\$125</i>
<i>4 or more Dependents</i>	<i>\$150</i>

3. Additionally, if a qualified participant is aged 65 or older as of January 1 in the year for which the incentive is claimed, such participant is eligible to receive an additional \$25 household senior citizen allowance. By way of example, if the qualified participant is an individual household with no dependents qualifying for the additional senior citizen allowance, such qualified participant would receive \$75 (\$50 + \$25).
4. Your bid price must be based on the cost of administration of the program. Your monthly administrative fee earned will be based on the number of actual incentive cards issued to qualified applicants each month times the administrative fee you bid to issue each card.
5. Bidders shall check (✓) each and every paragraph in the appropriate column provided on the right edge of the page as to compliance or non-compliance with specifications. Exceptions will be allowed to items that are not listed as "No Exception" if they are equal to or superior to that specified and provided they are listed and fully explained on the exceptions page. The purchaser shall be the sole judge of equality and the decision of the City of Birmingham shall be final. Bids taking total exception to the specifications will not be accepted.

Specifications

FOOD INCENTIVE PROGRAM ADMINISTRATION SERVICES BID SPECIFICATIONS	BIDDER COMPLIANCE	
	YES	NO
1. The program administrator shall be responsible for developing an application form, which shall be consistent with the requirements of this program and shall be approved by the city attorney. (attach sample)		
2. The program administrator shall provide dedicated staff/staffing to process each applicant and approve/deny based on the qualifying requirements as stipulated by the City.		
3. The program administrator shall have an accounting system that supports the documentation and timely reporting of all disbursements or refunds of the program.		
4. The program administrator shall employ necessary safeguards to ensure protection from duplication and fraud and that no household receives more than one card.		
5. The program administrator shall have the ability to use a request for proposals or other similar means of advertising for identification of participating stores and markets and shall provide a list of participating stores and markets within the city limits to the City Council by the first day of July of each year.		
6. The program administrator shall be responsible for developing a healthy food incentive card, which can be distributed to qualified participants to be used to purchase eligible foods at participating stores and markets.		
7. The program administrator has means to determine if qualified participating stores and markets have the ability to reconcile used cards by reporting monthly all used cards.		
8. The program administrator will ensure that the healthy food incentive card is used only for purchase at participating stores and markets.		
9. The program administrator will ensure that the healthy food incentive card is used only for the purchase of eligible foods as stipulated under the eligible "Approved Foods" list that is supplied by the Alabama WIC Program.		

FOOD INCENTIVE PROGRAM ADMINISTRATION SERVICES BID SPECIFICATIONS	BIDDER COMPLIANCE	
	YES	NO
10. The program administrator shall not subcontract any part of the pre-qualifying work and disbursement of incentive card.		
11. The program administrator has ability to remit all unused funds at the end of the program fiscal year back to the City.		
12. The program administrator has ability to keep complete and accurate records, separate from any other business, of all participants for review and audit.		
13. The program administrator is willing to disclose the level of experience they have in providing this type of service.		
14. The program administrator will submit the cost of the administration of the program based on a detail costing of expenses to administer the program based on the number of cards issued and final reconciliation.		
15. The program administrator has ability to provide a quarterly report to City Council on the progress of disbursement to include used and unused cards.		
16. The program administrator has ability to provide supporting documentation of cost of program as administration cost is incurred.		
17. The program administrator is willing to submit to routine audits by the City		

BID FORM

Ron. E. Nickel
Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for Food Incentive Program Administration services for one (1) year renewable annually for a second and third year and month to month thereafter upon mutual agreement of both parties, in accordance with your invitation to bid and specifications dated April 14, 2017. Prices quoted are in exact accordance with specifications except as listed below.

Food Incentive Program Administration	
Food Incentive Program Administrative fee/incentive card issued	\$

REMINDER: It is required for any bid submitted that the bidder must submit 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, your bid must be accompanied by an acceptable bid bond or check in the amount of \$500.00.

BID FORM cont'd

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 SPECIFICATION: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda.
(addenda numbers)

This page must be returned with bid.

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box: (Zip if different from street address)

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)**