



WILLIAM A. BELL, SR.
MAYOR

HENRY YOUNG III
ACTING FINANCE DIRECTOR

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

August 17, 2010

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID

BID #10-42

Sealed bids for temporary employee service for the City of Birmingham for a period of one (1) year with month to month extensions thereafter upon mutual consent of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., September 15, 2010 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 form 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. Andy addenda will be available on the internet, and mailed to only those vendors who were provided a copy in person or by mail.

All bids are to be f.o.b. Birmingham, AL delivered.

The bidder must submit with his bid either a certified check, a cashier's check or a bid bond payable to the City of Birmingham in an amount of \$500.00. In order for a bid to be considered, it must be accompanied by an acceptable bid bond or check.

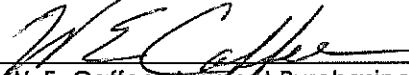
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. The City considers affirmative action to eliminate the vestiges of discrimination to be an integral part of this policy of nondiscrimination.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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

Bids must be submitted in a sealed envelope marked, "SEALED BID - TEMPORARY EMPLOYEE SERVICE - 2:00 P.M., 9-15-10. 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 (i.e. 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 2:00 p.m., September 15, 2010. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

hc
Attachments
B.N. 8-26-10

SPECIFICATIONS FOR TEMPORARY EMPLOYEE SERVICE

GENERAL: The City of Birmingham is seeking bids to establish hourly rates for various types of temporary help which may be needed over the next one (1) year period with month to month extensions thereafter upon mutual consent of both parties. The specific classifications of temporary service will be defined later in this document. The City makes no guarantee as to the number of temporaries or number of hours which might be required during the specified period. All service will be ordered on an as needed basis. Award will be based on the lowest priced, responsive, responsible bid submitted per line item.

Contractor shall be covered with workmen's compensation and general liability insurance in an amount not less than \$500,000.00 for bodily injury and \$250,000.00 for property damage. The City, its officers, agents and employees shall be additional named insured on said policy. Contractor shall be covered by fidelity bond in an amount not less than \$25,000.00. Insurance and bonds shall be issued by companies licensed to do business in the State of Alabama. Contractor is to provide certificate of insurance and bonding to City prior to commencement of contract.

Contractor shall indemnify and hold the City harmless in the performance of all activities related to the performance of the contract.

The City will pay only for the hours worked at the bid price. Bidder is responsible for all taxes, insurance, etc., for the temporary employees used by the City. City reserves the right to request replacement of any temporary.

Only bids from established, operating temporary service companies with a minimum of three (3) consecutive years in business in the Birmingham area as of the bid opening date whose primary area of expertise (70% or greater) is in the labor and service area will be considered eligible for award. Bidder must provide written documentation which will adequately demonstrate their primary market segment is labor and service.

The proposed contract shall extend for a minimum time frame of one (1) year 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 year or during any extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice of their intent not to extend the contract on a month to month basis. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

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(s).

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

The City reserves the right to interview applicants for certain positions to insure suitability for the position: normal request is to interview three people - could be more or less.

Successful bidder must be able to provide temporary help with the minimum skills and experience defined for each classification bid. Bidders must have standard screening and/or testing policies for personnel to ensure their personnel have the minimum skills required. Bidders are to provide written documentation to demonstrate such screening/testing policies exist. Inability to provide temporary help with the minimum skill levels as specified will be grounds for cancellation of contract.

The City of Birmingham requires the temporary service to pay a minimum hourly rate to any and all temporary employees utilized by the City under this contract during the first year of the contract. The minimum hourly rate is stated in the position description for each classification. Contractor must agree to provide proof in the form of a copy of the company's payroll register or journal signed by an officer of the company and certified to be correct to the City if requested, that the minimum required wage is being paid to personnel provided to the City. No price increase will be allowed during the first year of the contract.

If at anytime after the first year of the contract the minimum wage changes, the City will require the contractor to increase the stated hourly wage of all temporary personnel being provided to the City by the exact amount of the wage increase. This increase can only go into effect after the first year of the contract -- no price increase is allowed during the first year. Contractor must provide documentation of wage rate paid prior to the proposed increase as well as the increased wage rate to justify the new billing.

The City intends to award to the lowest priced, responsive, responsible bidder on an individual line item basis.

The City of Birmingham has spent approximately \$33,000 for the previous twelve month period for the two classifications combined. The City estimates using approximately 1800 hours for waiter/waitress grade service and approximately 1500 hours for laborer grade service for the next year based on historical usage. The City does not guarantee any amount of hours for any classification of temporary service.

Bids may be solicited for any classification included in this contract where an immediate/emergency need exists. 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.

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.

The City of Birmingham does not anticipate utilization of a long, formal, written contract document to bind the City and the successful bidder(s) to an agreement. The City will issue purchase orders to the successful bidder(s) as services are required. The successful bidder(s) acknowledge by acceptance of City purchase orders for awarded items that the bidder is bound to the terms, conditions and requirements as stated in this document.

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 jurisdictions of the courts of the State of Alabama.

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

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.

CLASSIFICATION DEFINED

NOTE: Arlington Antebellum Home and Garden does not allow temporary service employee to keep tip/gratuify money.

Waiter/Waitress: **(NO TIPS ALLOWED)** Skills: Experienced in formal dining service techniques, must dress in black pants or skirts and white shirts or blouses with a clean, well kept appearance. Must be available to work special events throughout the year for periods of time ranging from 2 – 8 hours per day and 1 – 5 days per week – Tuesday through Sunday as needed. Service must pay employee at least \$10.60 per hour.

Laborer: Skills: Move furniture and equipment between various sites, setup/take down chairs and tables in large auditorium areas, assist in the setup/take down of stage equipment as well as perform other manual labor related tasks as required. Working hours vary from daytime to late night and early morning depending on event or project. Individuals must be clean and have a good hygienic appearance. Service must pay employee at least \$ 8.60 per hour.

BID FORM

W. E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for temporary employee service for the City of Birmingham for one (1) year with month to month extensions thereafter upon mutual consent of both parties, in accordance with your invitation to bid and specifications dated August 9, 2010. I am bidding in accordance with specifications except as listed below.

DESCRIPTION	HOURLY RATE
Waiter/Waitress (No tips allowed)	\$
Laborer	\$
NOTE: The bidder must submit with his bid either 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 a bid to be considered, it must be accompanied by an acceptable bid bond or check.	

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 origin, 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:

Email Address

Tax ID Number

Name (Print or Type)

Signature

Title

Date of Bid

Company

Street Address

Post Office BOX (Zip if different from street address)

City State Zip

Terms of Payment

Delivery Date

Telephone Number

Fax Number