



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 23, 2010

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

WILLIAM A. BELL, SR.
MAYOR

HENRY YOUNG III
ACTING FINANCE DIRECTOR

INVITATION TO BID

10-44

Sealed bids for the rental of portable toilets for one (1) year and month to month thereafter upon mutual consent of both parties, for the City of Birmingham, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., September 14, 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 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, and mailed to only those vendors who were provided a copy in person or by mail.

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 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 - PORTABLE TOILETS - 2:00 P.M., 9-14-10.**" 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 (Federal Express, UPS, Airborne, 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., September 14, 2010. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

Hc

Attachments

B.N. 9-2-10

SPECIFICATIONS FOR RENTAL OF PORTABLE TOILETS FOR THE CITY OF BIRMINGHAM

GENERAL: The City of Birmingham is seeking bids for the rental of portable toilets and the proper disposal of all waste collected during its use for a number of different events and functions that occur throughout the year: Magic City Classic, Birmingham Bowl (formerly Papa John's.com Bowl), football games, neighborhood Fun Days, events at public parks, temporary worksites, etc. Award will be made on a total lot basis to the lowest priced responsible, responsive bid.

The proposed contract shall extend for a minimum time frame of one (1) year, with month to month extensions 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 an extension phase of this contract, the successful bidder shall give the City an advanced thirty (30) days written notice of his 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.

The City of Birmingham does not anticipate utilization of a long, formal written contract document to bind the City and the successful bidder. The City will issue purchase orders to the successful bidder as service is required. The successful bidder acknowledges by acceptance of City purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

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 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.

Any questions concerning these specifications should be addressed to the Purchasing Division, attn: Hazel Collins, at 205-254-2265, between the hours of 8:00 a.m. & 4:00 p.m., Monday through Friday.

The quantities on the bid form are estimated annual usage and are used for bid evaluation purposes only.

City makes no guarantee as to the exact number of units, pickups, locations or service of units to be covered under this contract. Rate bid is to include all rental rate, service, dumping fees, state mandated fees for disposal of solid waste, initial delivery and removal of the unit and any and all other items of cost not mentioned, but are considered customary for such service. The City will not pay any additional charges during the term of this contract.

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.

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 reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the service being supplied is not satisfactory and unacceptable.

The successful party shall carry general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft. The successful party shall also carry automobile liability insurance with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage with combined single limit of \$2,000,000.00. Party shall carry Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. Such policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) days notice in writing prior to cancellation or change of coverage provided by said policies. Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work. Successful party is required to include the proposal number on the evidence of insurance document. Policies that state the company will endeavor to provide thirty (30) days notice prior to cancellation or change of coverage, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives are not acceptable. Insurance shall be through companies authorized to do business in the State of Alabama with a B+ rating or better according to the most current edition of Best's Insurance Reports. Party is to provide written documentation of the company's rating with the proposal.

After the award, the successful party shall assume all liability for and shall indemnify and save and hold harmless the City of Birmingham and all of the officers, directors, agents, and employees of the aforementioned entities from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of accident or occurrence arising from operations under the contract, whether such operations be by the successful party or by any subcontractors or by anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the contract or any extension thereof, and shall also assume the liability for injury. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the City, or its employees.

All bidders shall comply with all applicable laws, rules, regulations and ordinances, including, without limitation, solid waste legislation of the State of Alabama, the rules and regulations of the Jefferson County Health Department, and the Federal Motor Carrier Safety Regulations issued by the United States Department of Transportation, Federal Highway Administration.

Bids may be solicited for any 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.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions 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.

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.

SERVICE REQUIREMENTS

ONE DAY RENTAL: For any one day rental, delivery should be made the day before the one day scheduled event with pickup the day following the event. Price is also to include disposal of waste collected in the toilet during the event. (Example: one (1) day rental scheduled for Wednesday: delivery is to be made on Tuesday with pickup on Thursday.) For Saturday or Sunday events, delivery is to be made on the Friday before the event with pickup scheduled for the Monday following the event – this is still to be billed as a one day rental. For events scheduled for Friday, delivery is to be made to site on Thursday before the scheduled event with pickup on Saturday or Monday following the event – still to be billed as a one day rental.

The City does not guarantee any specific number of toilets to be used or number of days rental. Toilets will be used on an as needed basis.

MONTH RENTAL: Price bid is to be for any period where delivery is made where the toilet is in service on the first day of the month and runs through the last day of any month. Where service begins on any day other than the first day of the month, service is to be for a term of thirty (30) consecutive calendar days. Bid price is to include delivery, pickup, and disposal of all waste collected while in use at the site. The City will specify on the bid form the service frequency (frequency each toilet is to be emptied per period of rental time) required per line item of the bid.

The City does not guarantee any specific volume of use. Toilets will be used on an as needed basis.

FLAT RATE FOUR (4) DAY AND TWO (2) DAY RENTAL: Multi-day flat rate rentals will be used for special events such as the Magic City Classic, Birmingham Bowl (formerly the Papa John's.com Bowl), and other major events on an as needed basis. Flat rate rental price is to cover the number of toilets stated for the time period stated and serviced as stated on the bid form for events at Legion Field and other locations on an as needed basis. Toilets are to be delivered the day before the stated scheduled event beginning date and picked up the day after the event ends. (Ex: for an event beginning Thursday and ending Sunday, toilets are to be delivered on Wednesday and picked up on Monday). Purchase order will specify the time frame of each event.

The City does not guarantee any specific volume of use. Toilets will be ordered on an as needed basis.

BID FORM

W.E. Caffee
 Assistant Purchasing Agent
 City of Birmingham, Alabama

Submitted below is my firm bid for rental of portable toilets 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 and specifications dated August 23, 2010. I am bidding in accordance with specifications except as listed below.

Approx Qty	Description	Unit Price	Extended Total
20	One Day Rental of Clean Standard Portable Toilet	/day	
6	One Day Rental of Clean Handicap Accessible Portable Toilet	/day	
10	Month Rental of Clean Standard Portable Toilet – Serviced one (1) time per week – Normally Friday.	/month	
10	Month Rental of Clean Standard Portable Toilet – Serviced two (2) times per week	/month	
2	Month Rental of Clean Handicap Accessible Portable Toilet – Serviced one (1) time per week – Normally Friday	/month	
2	Month Rental of Clean Handicap Accessible Portable Toilet – Serviced two (2) times per week	/month	
Four Day Flat Rate Price			
2	Lot of ten (10) clean standard portable toilets for a four (4) day period of time with each serviced (emptied) on the second day and again before 6:00 a.m. on the third day	/lot	
2	Clean handicap accessible toilets for a four (4) day period of time, serviced (emptied) on the second day and again before 6:00 a.m. on the third day	/lot	
Two Day Flat Rate Price			
2	Lot of twenty-seven (27) clean standard portable toilets for a two (2) day period of time, serviced (emptied) before 6:00 a.m. of the second day of the rental	/lot	
2	Lot of two (2) clean handicap accessible portable toilets for a two (2) day period of time, serviced (emptied) before 6:00 a.m. of the second day of the rental	/lot	
Grand Total			\$
<p>*Special Notice: Potential bidder will be responsible for providing portable toilet rental to patrons for football games and other events at Legion Field, such as the Magic City Classic and the Birmingham Bowl (formerly the Papa John's.com Bowl) where the multi-day flat rate rental pricing applies to portable toilets in us by the City. On-site storage of portable toilets will be made available by Legion Field. Any remaining stored portable toilets must be removed from Legion Field grounds by 1:00 p.m. on the day prior to game day.</p>			

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