



WILLIAM A. BELL, SR.  
MAYOR

# CITY OF BIRMINGHAM

FINANCE DEPARTMENT

## PURCHASING DIVISION

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

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September 16, 2016

J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

### INVITATION TO BID 16-51

Sealed bids for the demolition of houses and clearing the premises of debris for a period of six (6) months and month to month extensions 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., October 6, 2016, 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](http://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), and 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.

A certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00 must accompany the bid. No cash or personal/company checks will be considered acceptable. 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.

The successful bidder will be required to furnish a \$50,000.00 Performance Bond and a Statutory Labor and Material Payment Bond in the amount of \$50,000.00 on a surety company approved and duly authorized to do business in the State of Alabama.

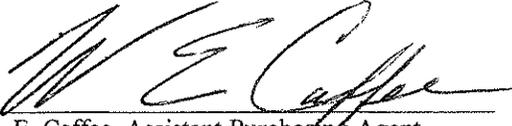
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy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

Bids must be submitted in a sealed envelope marked, "**SEALED BID – DEMOITION OF HOUSES -2:00 P.M., 10/06/16.**" 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, Airborne, UPS, etc.) must be mailed to 710 20th Street North 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., October 6, 2016. Bids received after this time will not be considered.

  
W. E. Caffee, Assistant Purchasing Agent

SPECIFICATIONS FOR DEMOLITION OF CONDEMNED RESIDENTIAL HOUSES  
AND CLEARING THE PREMISES OF DEBRIS

1. The City will be divided into four (4) quadrants (I, II, III, IV) as shown on Attachment 1. The City intends, for the next six (6) months, to award demolition of **condemned residential houses**, inclusive of all structural types: wood frame, brick, masonry, etc., that are normally considered common occurrences in the City of Birmingham to four (4) different vendors, one (1) for each quadrant. Nothing in this document shall prevent or preclude the City from utilizing its own equipment and personnel to perform demolition related services as may be determined to be in the best interest of the City. The awards do not apply to commercial structures, houses burned over 50% or structures having special conditions such as structures on steep terrain or in very close proximity to other structures as determined by the building official. Size of each structure will be defined as the total square footage of all floor levels of the structure from the ground level and above.

**NOTE: Four contractors, one for each of the four (4) quadrants, have already been awarded work on a previous bid, and as such, will not be eligible for award of any additional work from this invitation to bid.**

2. Vendors will be required to submit a firm per sq. ft. bid price to demolish condemned residential structures in each quadrant. A vendor is allowed to submit a bid for structures in all four (4) quadrants. Vendor will only be eligible for award for demolition of structures in one quadrant. The four (4) final award decisions will depend on the bid prices submitted by each vendor and several other factors that will be described in paragraphs 3 and 4 below.
3. Bids will be considered only from responsive/responsible sole owners, partnerships or corporations with a proven record of competent service in the demolition of buildings who can demonstrate a current capability to properly, and in a timely manner, perform the demolition of structures provided. The bidder must be able to provide documentation to demonstrate the entity has been in business, whose primary business being demolition work, for a minimum of three (3) years prior to the date this bid is submitted. The four (4) vendors selected must have submitted a responsive and responsible bid that conforms to this Invitation for Bid. While the bid price will be the primary factor of consideration, other important factors will also be considered to determine whether the vendor is a responsible vendor. If a vendor is determined not to be responsible, they will not receive any awards, regardless of how low their bid may be.
4. In order to determine responsibility, each vendor must submit with his bid the following:
  - A. A list of all equipment available to accomplish the demolition of houses.
  - B. A list (by name) of all permanent workers currently employed.
  - C. The approximate amount of working capital (money in the bank) that is available if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fees, etc.
  - D. A notarized affidavit and warranty (see Attachment 2).

**NOTE: All the above information is to be submitted with the bid or the bid may be deemed nonresponsive, and may not receive further consideration.**

5. For the six (6) month period following receipt of a Notice of Award, each of the four (4) vendors who receive an award will be the only vendors allowed to demolish structures previously identified in the particular quadrant in which they received an award, except as noted later in point #22. NOTE: The City reserves the right to use City crews to demolish structures at anytime or anyplace. After the initial six (6) month period, the city will make a determination to either continue with the same four (4) vendors on a month to month basis if acceptable with the vendors to continue providing demolition services at the price they bid, or rebid the contracts.
6. Successful vendors shall, at their own expense, furnish all labor, supplies, equipment and machinery necessary to demolish structures in place in the particular quadrant for which they receive an award. No accessory building is to be left on the site.
7. Successful vendors shall not assign their award to any other vendor without prior written approval from the City of Birmingham Purchasing Agent. Awards shall not, under any conditions, be assigned to an unsuccessful vendor who was rejected because they were determined to be a nonresponsive and/or non-responsible vendor.
8. In the demolition of structures the following criteria shall be followed:
  - A. Structures must be demolished in place. Successful bidder shall leave parcels of land cleared of all debris, all grass, weeds, non-decorative shrubs, and trees on the entire lot of three (3) inches or less in diameter, including abutting alley ways and the area between curb and street. Any abandoned vehicles shall be relocated on the lot as needed to allow for clearing of debris. Abandoned vehicles are not to be removed from the site. The sewer shall be properly plugged and approved by Jefferson County, and/or septic tank and grease traps shall be pumped out by a licensed company that performs these environmental services. A copy of the invoice from the environmental service company along with sewer plug approval documentation shall be provided to the City to document proper disposal of material and plugging of the sewer along with contractor's application for demolition permit.

**The specified buildings or structures are to be demolished level with the ground.** All concrete or masonry slabs which constitute all or part of the foundation or floor, driveways and walkways of the buildings or structures shall be removed unless otherwise specified. **All concrete or masonry foundation walls shall likewise be demolished to 8" below ground level and the resulting debris removed from the site.** Fences, stone or masonry walls and other similar type structures shall be removed unless otherwise specified in the special conditions applicable to the particular buildings or structures being demolished. All holes, openings, or basements must be filled to grade level with inorganic material excluding concrete or masonry products. These holes, openings or basements shall require inspection prior to being filled.

Lot is to be leveled, seeded and covered with hay. Lot shall require inspection prior to being seeded and covered with hay.

- B. All asbestos required to be removed by EPA Regulation will be abated by a **separate** contract by an asbestos abatement certified contractor prior to the demolition. Asbestos abatement is not included in this bid. Any asbestos containing material discovered during demolition is cause for contractor to immediately stop all demolition until abatement is completed by the City of Birmingham asbestos abatement contractor.
- C. Disposal of all debris must be done at an ADEM certified landfill. Bidder shall state on bid form the ADEM certified landfill proposed to be used for disposal of any debris originating from sites demolished. **CONTRACTOR MUST SUBMIT WITH HIS/HER INVOICE FOR PAYMENT FOR EACH STRUCTURE DEMOLISHED, ORIGINAL COPIES OF THE WEIGH TICKET(S) FROM THE ADEM CERTIFIED LANDFILL USED FOR DISPOSAL OF THE DEBRIS FROM THE STRUCTURE(S) DEMOLISHED. THIS IS TO DOCUMENT THAT THE DEBRIS WAS DISPOSED OF PROPERLY. THE WEIGH TICKETS MUST DOCUMENT AND REPRESENT THE DISPOSAL OF A TOTAL AMOUNT OF DEBRIS AS MAY BE REASONABLY CALCULATED BY USE OF THE MANUAL OF STEEL CONSTRUCTION FOR CALCULATION FOR STRUCTURES OF THE SIZE AND MATERIAL COMPOSITION OF THE STRUCTURE(S) IN QUESTION. THE WEIGH TICKET DATE (DATE THE TICKET WAS CREATED AND THE MATERIAL WAS DUMPED) MUST CLOSELY APPROXIMATE THE DATE OF THE ACTUAL DEMOLITION OF THE STRUCTURE. THE CITY WILL NOT PAY ANY INVOICE WITHOUT DATED WEIGH TICKETS DOCUMENTING THE DATE OF DISPOSAL WHICH APPROXIMATES THE DATE OF THE DEMOLITION OF THE STRUCTURE(S) AND THE PROPER DISPOSAL OF DEBRIS IN AMOUNTS AS STATED ABOVE.**
- D. **IF AT ANYTIME AFTER AWARD OF A DEMOLITION CONTRACT, THE ADEM CERTIFIED LANDFILL LISTED ON YOUR ORIGINAL BID FORM AS THE DISPOSAL SITE FOR DEBRIS GENERATED FROM THE DEMOLITION HAS AN INCREASE IN DUMPING FEES, THE CITY WILL ALLOW THE CONTRACTOR TO INCREASE THEIR BID PRICE BY THE EXACT AMOUNT OF THE DUMPING FEE INCREASE PER TON TIMES THE ACTUAL TONNAGE OF DEBRIS DUMPED FROM EACH DEMOLITION SITE AS DOCUMENTED BY THE REQUIRED WEIGH TICKETS. BIDDER MUST PROVIDE TO THE CITY ADEQUATE DOCUMENTATION ON ANY SUCH DUMPING FEE PRICE INCREASE PRIOR TO THE CITY PAYING THE PRICE INCREASE.**
- E. In demolition of any structure, the contractor shall be responsible for the prevention, control and elimination of excessive amounts of noise, airborne dust, debris or other nuisances emanating from the demolition site. The Director of Planning, Engineering & Permits or his representative may direct certain remedial procedures in the event proper controls are not exercised.

- F. The successful bidder shall be entitled to the salvage value of the buildings or structures demolished; therefore, any bid shall give credit for such values, if any, and shall be a net bid stating the net amount to be paid by the City.
- G. NOTE: The City can not protect against fire, vandalism, theft or other hazard which may affect the salvage value and makes no warranty in that regard.
- H. Downed/fallen trees anywhere on the property are to be removed to the property line. Downed trees of 8" diameter or less at the largest area of the trunk will be removed at no additional cost. For downed trees with diameter measurements greater than 8" thru 24", the City will allow payment in the amount of \$250.00 per tree. For trees larger than 24" in diameter, the City will allow payment in the amount of \$500.00 per tree. Contractor is required to remove tree's stump in an approved and acceptable manner if stump is within the property line boundaries.
- I. Demolition of accessory buildings in excess of 180 sq. ft. will be billed at the rate per square foot bid. Smaller structures less than 180 sq. ft. will be removed at no additional cost.
- J. Concrete slabs, other than the structure's foundation or floors, of 180 sq. ft. or more will be removed as instructed by the City and the City will pay the contractor a per sq. ft. price equal to  $\frac{1}{2}$  the per sq. ft. bid price for the demolition of these structures. Slabs that are less than 180 sq. ft. will be removed at no additional cost to the City.
- K. Demolition of structures located on an inclined grade will mandate the use of silt screening to control erosion after the surface is graded in accordance with the "Soil Erosion and Sediment Ordinance of the City of Birmingham" as on file in Department of Planning, Engineering and Permits. Graded area is required to be seeded and covered with hay.
- L. Each house awarded for demolition will include the building description, legal description, street address, size of the house and any accessory building(s) in square feet, any trees and concrete slabs to be removed along with the associated price for each and the total cost for the complete demolition as defined by this bid document. No additional cost will be considered or allowed for each given site. Sample Demolition

Price Calculation:

House size:	2700 sq. ft.
Bid Price:	\$2.20/sq. ft.
18" Diameter Tree:	\$250.00
Concrete Slab Size:	200 sq. ft.
Unit Price/Sq. Ft for Concrete Slab:	$\frac{1}{2}$ (\$2.20) = \$1.10/sq. ft.

Price Calculation:  
 2700 sq. ft. x \$2.20/sq. ft. = \$5,940.00  
 Tree: = \$250.00  
 200 sq. ft. x \$1.10/ sq. ft. = \$220.00  
 TOTAL PRICE = \$6,410.00

**SPECIAL NOTE:**

For partially burned houses, prices will be adjusted in accordance with the degree the structure is burned. For example: a house has burned and 25% of the structure was consumed by the fire and only 75% of the structure remains. Using the example given above, the price to be paid to the vendor will be calculated as follows:

2700 sq ft house 25% burned  
 2700 X .75 = 2025 sq ft remaining

2025 sq ft X \$2.20/sq ft = \$4,455.00  
 18" diameter tree = \$250.00  
 200 sq ft concrete X \$1.10/sq ft = \$220.00  
 TOTAL PRICE = \$4,925.00

A representative from the City and the vendor will inspect any burned structure and determine, upon mutual agreement, the percentage and actual size of the structure that remains.

9. For any bid submitted, the bidder must be a licensed general contractor in the State of Alabama. Contractor's license number shall appear on the outside of the envelope used to submit his bid and on the bid form in the place provided.
10. All bids submitted must be accompanied by \$5,000.00 in the form of a cashier's check, certified check or acceptable bid bond (no cash or personal checks) in the name of the vendor and made payable to the City of Birmingham. Failure to provide this bid bond with the bid **will render the bid nonresponsive**, and it will receive no further award consideration. 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 successful bidder fail to accept the award, the bid bond or check shall be forfeited.
11. The successful bidders will be required to furnish a Performance Bond in the amount of \$50,000.00, a Statutory Labor and Material Payment Bond in the amount of \$50,000.00 by a surety company approved and duly authorized to do business in the State of Alabama, and made payable to the City of Birmingham, the value of each is to be good for the life of the contract. The bonds will cover the demolition of houses/structures as they are awarded to the contractor over the life of the contract, but the maximum total value of the bonds will not exceed \$50,000.00 performance, \$50,000.00 Labor and Material. Bonds must be presented to the City within ten (10) days of notice of award and prior to the commencement of any work.

12. For the duration of this contract and for limits not less than 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 \$300,000.00 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 (16-51) 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 carries 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.

13. Vendors should be aware that if awarded a bid for any of the four (4) quadrants, their bid price should take into account the fact that they will receive approximately ten (10) – twenty (20) houses at the same time to demolish. Vendor shall not initiate any demolition work without a purchase order, a written notice to proceed and a permit. The vendor will have 30 working days or 2.5 working days per house, whichever is greater, from notice to proceed (**start date**) to completely demolish the 10 – 20 houses. Additional groups of house will be provided to contractors upon successful completion of all previously awarded houses, subject to the availability of funds to continue the demolition program. The City makes no guarantee as to the number of houses to be demolished under this contract or the consistency of demolition work provided to the contractors by the City.
14. Vendors will be required to provide evidence that the sewer was plugged/capped and obtain Demolition permits from Planning, Engineering & Permits Department within twenty (20) days of receipt of purchase order. Failure to comply will result in forfeiture of Performance Bond and contract will be re-awarded.
15. Any houses that have not been demolished and a repair permit has been issued for its repair prior to work being started by the demolition vendor will be cause for the purchase order or any item(s) on a purchase order to be cancelled and made null and void and the City will not pay for the demolition. The City reserves the right to cancel purchase order(s) or remove any structure(s) from a purchase order at any time for any reason. Any questions concerning the location of houses should be directed to the Demolition Section of Planning, Engineering & Permits.
16. **TIME IS OF THE ESSENCE.** Successful bidders shall have 30 working days or 2.5 working days/house, whichever is greater, from notice to proceed (**start date**) to completely demolish the houses covered in the given notice to proceed. **Failure to comply with the completion time as stated in the Notice to Proceed (start date) will result in assessment of late charges at the rate of \$50.00 for each working day over the 30 working days or 2.5 working days/house, plus any granted extension, for a maximum of 10 working days. This amount shall be subtracted from any amount due the contractor by the City for completion of the job.** Failure to complete any contract work within 40 working days or 2.5 working days/house plus 10 days, plus any granted extension(s), from notice to proceed (**start date**) will result in termination of contract, forfeiture of the performance bond and the bidder will be declared a nonresponsible bidder and will not be given consideration to receive any future bid awards for a period of twelve (12) months.
17. Three (3) failures during any 12 month continuous time frame by a vendor to complete awarded groups within the 30 working days or 2.5 working days/house, plus any granted extension time frame will force the City to terminate the contract and determine the vendor to be a nonresponsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months. Any nonresponsibility determination will cause the vendor's award to be terminated quadrant(s) awarded to the next low bidder, or a new Invitation to Bid will be issued for the affected quadrant.

**No payment will be made for partially completed demolition of houses covered under this contract award.**

18. Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the vendor feels he/she has an extreme situation, the vendor must contact the Purchasing Division of the Department of Finance in writing prior to the scheduled completion date providing a justification for an extension and number of days requested. If after review it is determined the delay is justified as an extreme situation, then a revised completion date will be determined and established by written notification. Unless an extension has been granted in writing by the Purchasing Division, the work will be expected to be completed by the original completion date.
19. **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 attributed to any of the following: (a) the performance or failure of a Vendor Representative 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 Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.
20. **Safety:** The successful vendor ("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(s) 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.

21. **After all houses in a group have been completed, including disposal of all structural materials, man-made debris and junk, basements filled, lot leveled and lot seeded and covered with hay, the vendor shall call the Demolition Section for final inspection.** **NOTE:** Do not contact the inspectors for final inspection until all clearing, hauling, leveling of lot and seeding covered with hay has been completed. Only Condemnation Inspectors of Planning, Engineering & Permits are authorized to inspect the cleared lots. **No payment will be made to the vendor until all the lots are cleared, debris hauled away, lot leveled and seeded and covered with hay in accordance with the requirements set out herein, and after the applicable inspector's approval.** Turn each completed group in for payment as soon as finished with appropriate weigh tickets. This will expedite the final inspection process. All inspections will be made on a first come, first serve basis. **NOTE: VENDORS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE PUBLIC WORKS DEPARTMENT TO PICK UP.** Vendors are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided along with contractor's invoice for payment. Any bidder determined to be illegally dumping debris from any City contracted work site will be declared a nonresponsible bidder and forfeit all rights to any existing city contracts and will not be considered for future awards for thirty-six (36) months from the date of determination.

22. 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.

**Vendor must have a purchase order from the City of Birmingham stating the specific address for each structure to be demolished before starting any work under this contract. Any work started by the vendor prior to receipt of a purchase order is at the vendor's own risk and expense. The City will not pay for any work unless a purchase order was issued before the work was initiated.**

23. The purchase of the services covered in this Invitation to Bid 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.

24. Each of the four (4) vendors receiving an award for a particular quadrant will be considered the primary contractor for that quadrant. Should the situation arise that there is a shortage of houses for demolition for one quadrant but an abundance of houses in another quadrant, the City reserves the right to use the contractor for the quadrant where the shortage exists as a secondary contractor for the quadrant where there is an abundance of houses. This action must be mutually acceptable to the City and the proposed secondary contractor. The City will pay the secondary contractor the per sq. ft. price awarded for that quadrant to the primary contractor in that quadrant, or the unit price originally bid for that quadrant by the proposed secondary contractor or the unit price bid for the awarded quadrant where the shortage of houses exists, whichever is lowest. The use of a secondary contractor for a quadrant shall not jeopardize the flow of work to the primary contractor. The primary contractor will have first priority for work in his awarded group.
25. Should the contract in any quadrant be terminated for any reason, City reserves the right to reaward that quadrant to the next low available bidder or to one or more of the remaining contractors for the other remaining quadrants for the duration of the contract term at their original bid price or unit price bid for the contracted quadrant currently awarded to them, whichever is lower.
26. It is the City's intent to award a single quadrant to four (4) different contractors. However, should the situation arise that there is an insufficient number of responsive, responsible bids received to make four (4) different contractor awards, the City reserves the right to award more than one (1) quadrant to a single contractor. This action must be mutually acceptable to the City and the contractor.
27. **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.**
28. **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.**
29. Any potential 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 bid award. 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.
30. Any questions concerning these specifications should be addressed to the Purchasing Division, attn: Yolanda Cox, phone (205) 254-2878 or fax (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

31. 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.
32. 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.
33. 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 contract/agreement and shall be responsible for all damages resulting therefrom.

## ATTACHMENT 1

**Quadrant I Neighborhoods:** Five Points South, North Titusville, Arlington-West End, Rising-West Princeton, Glen Iris, South Titusville, Oakwood Place, Germania Park, West End Manor, Woodland Park, Jones Valley, Mason City, Powderly, Oxmoor, Riley, Garden Highlands, Tarpley City, West Brownville, East Brownville, Industrial Center, West Goldwire, Grasselli Heights, Hillman, Hillman Park, Roosevelt

**Quadrant II Neighborhoods:** Sherman Heights, Smithfield Estates, Sandusky, North Pratt, Thomas, Central Pratt, Oak Ridge, South Pratt, Bush Hills, Ensley, Tuxedo, Wylam, Ensley Highlands, Fairview, Central Park, Belview Heights, Dolomite, Green Acres

**Quadrant III Neighborhoods:** Hooper City, Fairmont, Harriman Park, Inglenook, Collegeville, North Birmingham, ACIPCO-Finley, East Birmingham, Norwood, Evergreen, Druid Hills, East Avondale, Enon Ridge, Fountain Heights, Central City, East Thomas, Forest Park, South Side, Smithfield, College Hills, Redmont Park, Graymont, Highland Park

**Quadrant IV Neighborhoods:** Apple Valley, Sun Valley, Spring Lake, Echo Highlands, Killough Springs, Bridlewood, Liberty Highlands, Huffman, Roebuck, Maple Grove, Pine Knoll Vista, Brummitt Heights, Penfield Park, Zion City, Brownsville Heights, Airport Highlands, Roebuck Springs, North East Lake, Woodlawn, Wahouma, East Lake, Brown Springs, South East Lake, Kingston, South Woodlawn, Gate City, Oak Ridge Park, Crestwood, North Eastwood, North Avondale, South Crestline, Overton

**ATTACHMENT 2**

**NOTARIZED AFFIDAVIT AND WARRANTY:**

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding demolition services, and everything contained herein is warranted by the bidder to be true.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

**BID FORM**

William Caffee  
Assistant Purchasing Agent  
City of Birmingham

Submitted below is my firm bid for demolition and clearing the premises of debris, in accordance with the invitation to bid and specifications dated September 16, 2016. I understand that my company's address as I have furnished on this bid form, is the address that will be used by the City for any and all correspondence with me unless and until the City is notified in writing of a change. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

<b>DESCRIPTION</b>	<b>PRICE / SQ. FT.</b>
QUADRANT I	\$ /sq. ft.
QUADRANT II	\$ /sq. ft.
QUADRANT III	\$ /sq. ft.
QUADRANT IV	\$ /sq. ft.

I will use \_\_\_\_\_ (ADEM certified landfill) for disposal of all debris generated by the performance of this contract.

BID FORM cont'd

William Caffee  
Assistant Purchasing Agent  
City of Birmingham

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 acknowledges and agrees 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Post Office Box

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Terms of Payment

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Delivery Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Cell Phone Number