



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
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FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

April 6, 2015

INVITATION TO BID 15-27

Sealed bids for grease interceptor and/or grease trap maintenance for the City of Birmingham for a period of one (1) year with month to month extensions 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., May 6, 2015, at which time and place they will be publicly opened and read.

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

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 the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

It is required for any contract exceeding \$10,000.00 that the Bidder submit with his bid either a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for a bid award to be considered that exceeds \$10,000.00, your bid must have been accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

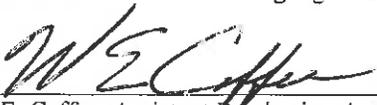
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy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

Bids must be submitted in a sealed envelope marked, "**SEALED BID – GREASE INTERCEPTOR AND/OR GREASE TRAP MAINTENANCE 2:00 P.M., 05/06/15**". 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 1ST 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, 1st 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 6, 2015. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

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Attachment
B.N. 4/08/15

**CITY OF BIRMINGHAM
GREASE INTERCEPTOR AND/OR GREASE TRAP MAINTENANCE
BID SPECIFICATIONS**

GENERAL:

The City of Birmingham is seeking bids for grease interceptor and/or grease trap maintenance. The contract will be for a period of one (1) year with month to month extensions thereafter for a term not to exceed three (3) years, upon mutual agreement of both parties. The successful bidder shall give the City an advanced thirty (30) days written notice if not able to hold bid prices past the original term of the contract, or any month to month extensions thereafter. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed. The City intends to award to the lowest priced responsive, responsible bidder on a total lot basis.

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

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, insurance for rental/lease equipment, copier tax 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.

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 vendors.

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-responsive 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'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 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 amount or imposes a minimum order value/quantity that is considered unreasonable based on proposed award will be determined a non-responsive bid and will not be considered for award.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Any questions concerning these specifications should be addressed to Charles Lindsey, Purchasing Division: phone (205) 254-2269, fax (205) 254-2484 between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday.

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 product line being supplied is failing to perform satisfactorily.

Insurance: For the duration of this contract and for limits not less than stated below, the successful vendor 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 vendor 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 (15- 27) 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 vendor 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 vendor 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 vendor 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. Vendor 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, vendor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the vendor 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 vendor 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 vendor 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 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, hereinafter 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 and 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.

Safety: The successful vendor ("Vendor") warrants that it will inspect the work sites before performing the services and work contemplated here under ("services"). Vendor 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 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 worksite, or under the care, custody or control of the Vendor 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.

Bids may be solicited for any good / service included in this contract such as where immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitute 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.

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 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.

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.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

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

Any 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.

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 (office or 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.

**CITY OF BIRMINGHAM
GREASE INTERCEPTOR AND/OR GREASE TRAP MAINTENANCE
BID SPECIFICATIONS**

Specific

I. SCOPE OF WORK:

To decrease the amount of Fats, Oils and Grease discharged into the sanitary sewer system by undergoing periodic inspections and routine cleanings of the grease trap located at the Birmingham City Jail, Birmingham Botanical Gardens, City Hall, CrossPlex and possible other Birmingham food service facilities on an as needed basis; thereby, bringing Birmingham into compliance with the Jefferson County Environmental Services Department’s “Grease Control Program” Ordinance and the Clean Water Act.

Grease trap maintenance shall include the following but not limited to:

- Complete removal of all grease interceptors or trap contents rather than skimming the top grease layer.
- Thorough cleaning of the grease interceptors or trap to remove grease and scum from inner walls and baffles.
- Filling cleaned interceptor or trap with cold potable water.
- Completion of grease disposal manifest form and disposal at an appropriate designated facility.

Awarded bidder agrees to comply with all EPA, County and City Environmental Guidelines and Ordinances regarding cleaning, hauling, and disposal of waste as outlined.

MAINTENANCE REQUIREMENTS AND BID SPECIFICS FOR GREASE INTERCEPTORS AND TRAPS

The 25 Percent Rule requires that the depth of oil and grease (floating and settled) in a trap shall be less than 25% of the total operating depth of the trap. The operating depth of a trap is determined by measuring the internal depth from the outlet water evaluation to the bottom of the trap.

Maintenance of outdoor grease traps shall occur **every 90 days for the first 6 months of bid contract, or as required by inspection or sampling.** This will allow the City of Birmingham to determine the frequency of cleaning as it applies to the 25 Percent Rule.

Maintenance of indoor grease interceptors shall occur **every 14 days for the first 3 months of bid contract, or as required by inspection or sampling.** This will allow the City of Birmingham to determine the frequency of cleaning as it applies to the 25 Percent Rule.

**CITY OF BIRMINGHAM
GREASE INTERCEPTOR AND/OR GREASE TRAP MAINTENANCE
BID SPECIFICATIONS**

II. VENDOR SPECIFICS:

Bidder shall be responsible for the proper removal and disposal of the grease interceptor or trap waste. All waste removed from either interceptor or trap must be properly disposed at an appropriate facility designed to receive such waste. If grease interceptor or trap waste is disposed of in Jefferson County, the facility is located at the Village Creek Wastewater Treatment Plant. No grease interceptor or waste shall be discharged to the County's sewer system except at the Village Creek WWTP.

Bidder's maintenance shall include the complete removal of all grease interceptors or trap contents including floatable materials, wastewater, sludge and solids. Bidder will also remove all grease and scum from interior walls and baffles. Bidder will fill the interceptor or trap with cold potable water after cleaning to complete maintenance operations.

Bidder acknowledges that top skimming, decanting or back flushing of the grease interceptor or trap, or its contents, to reduce the volume of waste to be hauled is PROHIBITED. Vehicles capable of separating water from grease SHALL NOT discharge separated water into the grease trap or into the wastewater collection system.

Bidder will be responsible for completing maintenance logs and records of grease interceptors and traps to include dates of service, volume of waste removed, waste hauler and disposal site of waste. The City Jail, or other Birmingham Food Service Facility will be responsible for retaining such logs and records to include manifests, permits, applications, correspondence, sampling data and any other documentation that may be requested the Jefferson County Environmental Services Department at any random time.

Bidder acknowledges that the introduction of bacteriological, chemical or enzymatic elements into the grease interceptor or trap or any element of the plumbing system IS STRICTLY and SPECIFICALLY PROHIBITED.

Bidder agrees that grease trap waste will not be combined with septic tank waste and transported to the disposal site as a mixed load. Mixed waste loads are prohibited at both the Airport Dump and the Village Creek WWTP sites.

HAULERS:

Bidder shall be licensed by the Jefferson County Health Department and must possess a Septic Tank Haulers Permit.

Grease manifests shall accompany all interceptor and trap waste to the disposal site. The Bidder shall complete the middle portion of the grease disposal manifest and deliver the manifest to the waste site for completion and return completed manifest to the site of service, where it will be kept as part of the required records. City will coordinate this process for each site with the successful bidder.

III. INSPECTIONS

If a grease interceptor or trap fails an inspection, the City of Birmingham will notify the Bidder of the violations. Bidder will be required to perform remedial maintenance within SEVEN (7) calendar days of notification for re-inspection in 14 days.

If any City of Birmingham Food Service Facility, fails a re-inspection, Bidder will respond immediately for maintenance for a second re-inspection within 24 hours.

BID FORM

Mr. William Caffee
Asst. Purchasing Agent
Birmingham, AL

Submitted below is my firm bid for grease interceptor and/or grease trap maintenance for the City of Birmingham in accordance with your invitation to bid and specifications dated April 6, 2015. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with the specifications except as listed below.

Description	Amount	Price Per Visit
Grease Interceptors	50 gal or less	\$ _____
Grease Traps	1,500 gal or less	\$ _____
	1,500 gal plus	\$ _____

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 SPECIFICATIONS: (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

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

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)**