



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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

TELEPHONE (205) 254-2265
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June 16, 2016

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #16-14

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., July 12, 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 (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

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

It is required for any contract exceeding \$10,000.00 that the bidder submits 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 any bid award to be considered that exceeds \$10,000.00, it must be accompanied by an acceptable bid bond or check. 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 part and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID - PORTABLE TOILETS - 2:00 P.M., 07-12-16.**" 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 (Federal Express, UPS, DHL, etc.) must be mailed to 710 North 20th Street, and specify delivery to P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., July 12, 2016. Bids received after this time will not be considered.


W. E. Caffee, Assistant Purchasing Agent

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Attachments
B.N. 06-22-16

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, hand sanitizer station, hand washing station 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 responsive, responsible 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.

Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

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

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

Contract award to purchase the materials 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.

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.

Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of \$500.00 payable to the City of Birmingham. Bid bond checks will be returned to all unsuccessful bidders after 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.

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.

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.

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.**

The quantities on the bid form are estimated annual quantities and are used for bid evaluation purposes only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

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

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. Any vendor requiring minimum call-out quantities is to indicate such on the bid form.

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.

City reserves the right to cancel contract for cause, such as; consistently poor quality, consistently long deliveries, etc.

Bidder (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the 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.

Bidder acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration

Liability Insurance: For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with a maximum of \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's bid number (#16-14) 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 companies 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 insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

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

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

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

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

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

Safety: The successful vendor(s) (“Vendor”) warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder (“services”). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

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 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 successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an “unauthorized alien”, as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the “Act”) and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

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.

ONE DAY RENTAL: Four-dispenser stand for easy access to hand sanitizers, with one dispenser at ADA-approved height. Available with Bactisan dispensers, Purell dispensers or sanitizer of equal or better quality. Stake-down holes formed in base for easily securing to ground when necessary. Polyportables brand or equal.

ONE DAY RENTAL: Hand wash station features to include: Filled 24-gallon fresh water tank, 24-gallon Gray water tank, foot pump operation, two spray soap dispensers with soap, and two lockable paper towel dispensers with paper towels. Polyportables brand or equal.

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 and hand cleaning stations 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 and hand sanitizer stations and/or hand wash stations 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 June 6, 2016. I am bidding in accordance with specifications except as listed below.

Approx. Qty	Description	Unit Price	Extended Total
50	One Day Rental of Clean Standard Portable Toilet	/day	
50	One Day Rental of Clean Handicap Accessible Portable Toilet	/day	
25	One Day Rental of Hand Sanitizer Station	/day	
25	One Day Rental of Hand Wash Station	/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			\$

***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 use 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.**

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATION: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda. **This page must be returned with bid.**
(addenda numbers)

Date of Bid Name (Print legibly or Type)

Company Title

Street Address Signature

City State Zip Tax ID Number

Post Office Box (Zip if different from street address) E-Mail Address

City State Zip Telephone Number

Terms of Payment Fax Number

Delivery Date Website

IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

- 1. BID AWARD NOTICE ADDRESS**
- 2. PURCHASE ORDER ADDRESS**
- 3. REMITTANCE ADDRESS (and NAME if different than above)**