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MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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BIRMINGHAM, ALABAMA 35203-2227

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August 13, 2014

INVITATION TO BID #14-54

Sealed bids for temporary security guard service for the City of Birmingham will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., September 4, 2014, 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 the 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.

A certified check, a cashier's check, or acceptable bid bond in the name of the bidder and made payable to the City of Birmingham in an amount of \$500.00 must accompany bid. Bank issued checks that have an expiration date (Void after 30, 60 etc. days) are not 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.

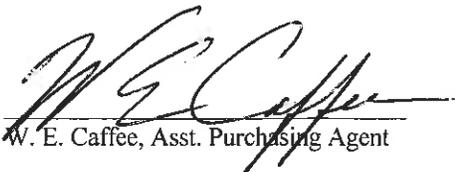
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy 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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 – Security Guards – 2:00 P.M., 09/04/14.**" Bids may be hand delivered to Room P-100 1st Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P. O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BID TO ROOM P-100 1ST FLOOR CITY HALL**). However bids sent by any express carrier (Federal Express, UPS, Airborne, etc.) must be mailed to 710 North 20th Street and specify delivery to 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 September 4, 2014. Bids received after this time will not be considered.


W. E. Caffee, Asst. Purchasing Agent

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B.N. 08/20/14

SPECIFICATIONS FOR TEMPORARY SECURITY GUARD SERVICE

GENERAL: The City of Birmingham is seeking bids for an annual contract for temporary security guard service. This contract will consist of fill in routine shift work due to City employee sick time, short term work due to City employee vacation, medium term work due to City employee extended leave and additional service for seasonal events, as well as additional guard service based on short term notice for coverage periods of varying lengths of time. The City intends to award to the lowest priced, responsive, responsible bidder.

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. The successful bidder(s) shall give the City an advanced thirty (30) day written notice if he is unable to hold the bid prices past the original term of the contract or any month to month extension thereafter. No price increase in the original bid prices shall be allowed except as noted later in this document to allow for any change in the minimum wage. The City shall have the right to terminate this agreement at any time upon failure by the contractor to provide guards when requested, provide satisfactory service or comply with any other provision of the agreement. Repeated failure to comply with these requirements will also cause the bidder(s) to be declared a non-responsible vendor, which may result in rejection of future bids submitted by the bidder(s).

Successful bidder and all personnel provided to the City as security guards or security guard supervisors must be covered by adequate liability insurance, workman's compensation and fidelity bonds. The minimum acceptable amount of liability insurance will be \$2,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to general liability, personal injury, property damage, vandalism, property loss and theft. Bidder shall carry workman's compensation in an amount sufficient to cover the statutory requirements. Each employee of the bidder supplied as a guard or supervisor shall in addition be bonded in the amount of \$50,000.00. Such policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Successful bidder is required to include the City's bid number (#14-54) on the certificate of insurance. Certificate of insurance must be presented to the City prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama with a B+ rating or better according to the most current edition of Best's Insurance Reports. Bidder is to provide written documentation of company's rating with the bid.

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 attorney's 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) (hereinafter "Claims") by any third parties (including any employee, subcontractor, or representative of the Vendor (hereinafter "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 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.

Contract award to purchase the service covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

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

Bids will be accepted only from companies with a proven record of competent service and whose local administrative manager and field supervisors have records of demonstrated experience in the supervision and management of security guard operations on the scale requested. Statements identifying company ownership, names and addresses of all local managers and supervisors and their respective experience, as well as a list of at least five (5) companies for which the bidder provides or has provided service of a comparable size and complexity as described in this document shall be included with the bid. Bidder must have operated an office in Jefferson County or the corporate city limits of Birmingham, its primary business being security guard service, for a minimum of five (5) consecutive years prior to the date this bid is submitted.

Bidders must be licensed to be a security guard company in the State of Alabama and all personnel provided as security guards shall be trained, certified/licensed security officers and shall have no criminal record. Each bidder will supply with his bid their license and a statement of the type and length of training required for employment of guards. The bidder is to have an established policy and procedure by which all applicants for employment undergo a thorough screening and background check to ensure they have no criminal record. Bidder shall also have an established drug testing policy and procedure conforming to applicable state and federal law for all applicants for employment as well as an ongoing policy/procedure for their current employees. Copies of such policies are to be provided upon request by the City.

The City of Birmingham retains the right to insist that any security guard assigned and found not to be acceptable for any reason by the head of the respective City department served by the guard, be removed from duty at the City and replaced after reasonable notice.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City 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.

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 bidder.

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

Bids may be solicited for the service 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.

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.

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.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantage 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.

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, successful bidder must provide a copy of his/her current business license no later than 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 and "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.

Detailed Requirements:

Intent: The intent of this bid is to establish temporary guard service for fill in routine shift work due to City employee sick time, short term work due to City employee vacation, medium term work due to City employee extended leave and additional service for seasonal events, as well as additional guard service based on short term notice for coverage periods of varying lengths of time. The City does not intend to place any temporary guards for any full-time or long term (greater than six (6) months) placement.

Guards may be required to work in a public setting and interact with the general public. They must present a very professional appearance and possess and portray a superior attitude. Guards may be required to work closely with in-house security personnel. Guards must have superior communication skills.

At the present time, guards are to be furnished for the following departments of the City of Birmingham and on the following estimated billing hour basis:

Mayor's Office (City Hall Lobby)
Fill in as needed

Approximate Annual Total 5500 hrs

Arlington
Fill in as needed (8 hrs/shift)

Approximate Annual Total 200 hrs

Park and Recreation (Botanical Gardens)
Fill in as needed

Approximate Annual Total 900 hrs

Approximate Annual Grand Total 6600 hrs

These are estimated quantities and are used for evaluation purposes only. The City does not guarantee any specific number of hours to be worked. Temporary guard service for additional locations and/or additional shifts may be required at a later date and the bidder must agree to furnish additional personnel at the bid price per hour upon reasonable advance request by the City. The number and scheduling of shifts as well as their length will vary and will be established by the City department serviced. Any request for additional guard(s) which will be a regularly scheduled, medium term addition must be filled within no more than five (5) working days from notice to provide. Personnel will be provided on a 24 hours/day, 7 days/week, 365 days/year availability basis at the hourly rate bid, except that: **(1)** The City will pay overtime at the rate of time and a half the normal hourly rate bid during the nine (9) City recognized holidays: New Year's Day, Martin L. King's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving (2 days - Thanksgiving and the following Friday) and Christmas (2 days - Christmas Eve and Christmas as scheduled off by the City) for hours worked by guards in excess of forty (40) hours during the work week of these holidays, **(2)** The City will frequently request guard service for a temporary fill in or short term basis (one (1) day or more). If the City gives the contractor less than twenty four (24) hours notice to provide guard service for such an occasion, the City will pay an overtime rate of time and a half the normal rate bid for hours worked in excess of 40 hours/week. However, when the City gives at least twenty four (24) hours prior notice to the contractor for temporary short term guard service, the City will only pay the hourly rate bid by the contractor. The overtime rate will not be paid just because a guard exceeds forty (40) hours of work in a work week: Contractor is responsible for managing and staffing adequately to fill the City's requirements at the bid rate except as noted above. **(3)** Any time a City department requires a specific guard(s) to work over 40 hours per week due to their attained training for the site and/or familiarity with the site, etc. and therefore, removes the contractor's option of providing other personnel to fill the shift who would have less than 40 hours worked that week, the City will pay an overtime rate of time and a half for hours worked over 40 hrs/week.

All guards shall be in uniform and provided with all necessary equipment. The requirements for the guards at each facility or for each department will be set, and may be from time to time amended, by the department head responsible for said facility or department. All guards may be required to make scheduled rounds and punch time clocks (time clocks provided by the City), secure facilities and to perform other reasonable duties as instructed by the department head or his representative. Guards are to immediately notify their supervisor should a time clock be broken and not working properly. Guard/contractor will not be penalized where a City owned time clock is not working. However, should a time clock be vandalized during a guard's work shift, the cost to repair or replace the clock will be withheld from funds due the contractor. Failure of guards to punch clocks, secure facilities, perform assigned duties or make rounds shall result in a reduction in the amount the City shall pay for their services in such amount as shall reasonably be calculated to compensate the City for their neglect of duty. Under normal conditions, reductions will be based on the hourly rate bid; however, under extreme exceptional conditions such as tornados, ice storms, severe lightning storms, etc. the City will only pay the federal minimum wage rate for missed round duties and only for the time frame for which the exceptional conditions existed as can reasonably be established. Once the exceptional conditions period has ended, the reduction in the amount will revert back to the full bid rate amount.

Successful bidder shall meet with appropriate City supervisory personnel for each regularly staffed location and determine the specific shift requirements, the specific duties, and their scheduled sequence for each guard provided. Bidder shall reduce this information to written form, have it reviewed and approved by the City supervisory personnel at each specific site, and provide a copy to any and all guards who will staff a specific site as well as a copy to the City supervisor at each site.

In addition, bidder shall provide to each guard a listing of emergency telephone numbers (police, fire, sheriff, utility companies, etc.), bidder's appropriate supervisory personnel, and appropriate City contact supervisor for each site. There will be written instructions, approved by the City personnel, as to when and in what order any of the telephone numbers are to be used. Guards are to be instructed not to use City phones for personal business - no personal local calls, no long distance calls, no directory assistance calls. Any phone service charges determined to be the result of guards using the telephone while on duty will be charged back to the contractor in the form of a deduction from payments due for guard service.

If at any time during the contract a normally scheduled guard fails to report to work on time, the City supervisory personnel will immediately notify the contractor. The contractor will be required to provide service to that site within two (2) hours of notification of the situation. When City employees are required to work fill-in hours for a guard who does not report to work on time, the City will make an adjustment to the payment amount due the contractor on the following basis: The City employee's standard hourly rate multiplied by 1.5 (time and a half) less the normal hourly rate bid for the guard service times the number of hours worked by the City employee as a result of the guard's failure to report to work on time. This amount will be deducted from the amount due to be paid by the City to the contractor for that billing period.

Note: The City of Birmingham requires the contractor to pay a minimum of \$10.00/hr. to any and all employees utilized by the City under this contract. Contractor must agree to provide proof (in the form of a copy of the company's payroll register or journal signed by an officer of the company and certified to be correct) to the City that the City required minimum wage of \$10.00/hr is being paid to the personnel provided to the City at anytime requested by the City during the contract period.

If at anytime during the contract the minimum wage as defined by Federal regulation changes, the city will require the contractor to adjust the minimum required hourly wage of those workers being paid \$10.00/hr by the exact amount of the federally defined minimum wage change. Contractors must provide documentation of wages paid prior to the proposed change as well as the adjusted billing to justify the new billing.

BID FORM

William E. Caffee
Assistant Purchasing Agent
Birmingham, Alabama

Submitted below is my firm bid for temporary security guard service to be used by various City departments, in accordance with your invitation to bid and specifications dated August 13, 2014 and I am bidding in exact accordance with specifications except as listed below.

Description	Hourly Rate
Temporary Security Guard Service as per specification	\$

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

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)**