



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
FAX (205) 254-2484

December 29, 2015

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

INVITATION TO BID #16-03

Sealed bids for janitorial service for various City of Birmingham facilities at Railroad Park will be received by the Purchasing Agent, P-100 First Floor City Hall; Birmingham, Alabama until 2:00 p.m., January 27, 2016, at which time 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.

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any bid award to be considered that exceeds \$10,000.00, your bid must be 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 check shall be forfeited.

A **mandatory** pre-bid conference and site survey to review and discuss the service required will be held at **9:30 a.m., January 13, 2016**, at the Railroad Park Pavilion, 1600 1st Avenue South, Birmingham, AL 35233. Anyone who wishes to submit a bid **must attend** the pre-bid conference scheduled for 9:30 a.m. January 13, 2016 and the site survey immediately following, which will be conducted for all potential bidders and will be crucial for a thorough understanding of the work to be performed. **ATTENDANCE WILL BE MANDATORY.** Any bid received from a contractor who did not attend both the pre-bid conference and site visit will not be considered for award.

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 other such 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 - JANITORIAL SERVICES FOR RAILROAD PARK FACILITIES - 2:00 p.m., 01/27/16.**" 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 1ST FLOOR CITY HALL**). However, bids sent by any express carrier (i.e. Federal Express, UPS, Airborne, etc.) must be shipped 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., January 27, 2016. Bids received after this time will not be considered.

cl
attachment
BN 12/30/15


William E. Caffee, Assistant Purchasing Agent

**GENERAL SPECIFICATIONS FOR JANITORIAL SERVICES
FOR RAILROAD PARK FACILITIES**

DETERMINATION OF BIDDER'S RESPONSIVENESS AND RESPONSIBILITY

1. Bids will be considered only from responsive/responsible sole owners, partnerships, or corporations that can demonstrate a current capability to properly and in a timely manner perform the work required. The contract will be awarded to that responsive/responsible bidder whose bid conforms to the Invitation to Bid, price and other factors considered. Bidders shall submit with their bid a breakdown of the unit costs used in the preparation of their bid. Breakdown shall consist of number of personnel (Workers and Supervisors), number of hours proposed to be worked and any other items of cost.
2. Proof of current (within the last three (3) years) satisfactory performance in a contract of comparable size and complexity within the combined areas of Jefferson County and the corporate city limits of Birmingham will be required prior to award. Bidder must have operated an office in Jefferson County or the corporate city limits of Birmingham, its primary business being janitorial service, for a minimum of three (3) consecutive years prior to the date this bid is submitted. Therefore, please submit with your bid a list of at least three (3) local references, one of which is comparable in size and complexity as specified by this document, with a contact person and a phone number.
3. Each bidder must provide proof of their ability to provide adequate manpower and equipment to perform the contract if found to be the lowest priced responsive bidder.
4. Bidders shall have prior experience in establishing procedures for a complete Quality Control Program to assure the requirements of this specification will be accomplished as specified. In addition to other submission requirements, bidders shall also submit a copy of their quality control program to the City with their bid. Contractor will be required to furnish quality control inspection forms weekly to the City, as evidence that the contractor is performing self inspection of their performance. These forms shall include inspection reports and daily service check sheets. Owner will monitor work performed periodically to insure specification requirements are being met by conducting random, no-notice, inspections. Designated department personnel will also submit deficiency reports when deficiencies are discovered.
5. Anyone who wishes to submit a bid must attend the MANDATORY pre-bid conference and site survey scheduled for **9:30 a.m. January 13, 2016**, at the Railroad Park Pavilion, 1600 1st Avenue South, Birmingham, AL 35233. The site survey will be conducted for all potential bidders and is crucial for a thorough understanding of the scope of work to be performed. **ATTENDANCE WILL BE MANDATORY.** Any bid received from a contractor who did not attend the pre-bid conference and site survey will not be considered for award.
6. The basic contract will be for one (1) year. The City also requires bids for an optional 2nd and 3rd year continuation of the original contract.
7. Successful bidder shall, at his own expense, furnish all labor, supplies, equipment and machinery necessary to perform this contract.
8. The successful bidder shall employ workers and supervisors who are skilled and experienced in building cleaning operations. All workers utilized under this contract must be able to read, speak and understand the English language. Supervision and direction of all workers on successful bidder's payroll will be handled exclusively by successful bidder.
9. All janitorial personnel entering or leaving Railroad Park will be required to sign in and out. The City reserves the right to review this signature log to ensure the successful bidder is providing the number of workers, working the number of hours proposed in their bid. The City reserves the right to make deductions from payment due the contractor for major deficiencies in the number of man hours worked compared to that proposed in their bid.

10. 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 under any conditions to an unsuccessful bidder who was rejected because they were not a responsive/responsible bidder.
11. The successful bidder shall keep all doors locked if required while performing work after the official closing hour of client's facility and shall lock securely all windows and other means of access upon completion of work unless otherwise noted. Supply closet located in women's restroom shall remain locked at all times except when retrieving supplies.
12. Upon notice by the City of unsatisfactory cleaning, the successful bidder shall, at his own expense, furnish all labor, supplies, equipment and machinery necessary to re-perform the unsatisfactory work. The re-performance must begin within two (2) hours of being notified by the City. Additionally, the City shall deduct from contractor's monthly invoice an amount equal to 1% for each time during the month that re-performance is required.
13. The cost to repair damage to furniture, baseboards, or other City property, caused by cleaning personnel, will be reimbursed to the City by way of reduced monthly payments equal to the cost to get the damage repaired.
14. Bidder shall carry 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. Bidder shall also carry automobile insurance 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. Bidder shall be covered with workmen's compensation to meet minimum statutory requirements. Such policies shall name the City of Birmingham, its officers, agents and employees as an additional insured and shall contain an endorsement providing that the City will be not less than thirty (30) days notice in writing prior to cancellation, expiration or change of coverage provided by said policies. Insurance shall be through companies authorized to do business in the State of Alabama. Certificate of insurance must be presented to the City prior to commencement of any work. The City's bid number (#15-63) must appear on any/all copies of the certificate(s) of insurance.
15. 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, 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 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.
16. Vendor will be an independent contractor of the City. The award of business to vendor will not create any partnership, joint venture or principal-agent relationship between the City and Vendor. Further, the City retains no control or authority with respect to its means and methods in which the Vendor (or any of its employees or representatives) will perform its obligations.

17. The City of Birmingham requires the successful bidder to pay a minimum of \$9.10/hr. to any and all employees utilized by the City under this contract during the first year of the contract. Contractors must agree to provide proof (in the form of a copy of the company's payroll register or journal signed and certified by an officer of the company to be correct) to the City that the minimum required wage \$9.10/hr is being paid to personnel performing the contract at any time requested by the City during the contract period. No price increase will be allowed during the first year of the contract.

Second and Third year renewal option. If at any time during the second and third year of the contract the federally and/or City mandated minimum wage changes, the City will require contractor to change the minimum hourly wage of their workers who are being paid the minimum City required wage of \$9.10/hr. by the exact amount of the federally and/or City mandated minimum wage change, whichever is higher. This does not apply to any personnel already being paid more than the \$9.10/hr. minimum City required wage, unless the wage change is an increase that puts the new federally and/or City required mandated minimum wage above the amount the worker is being paid. This applies only to the second and third year renewal option prices – absolutely no wage change will be allowed during the first year period. In order for the contractor's bid amount for year 2 and 3 to be modified, the contractor must provide documentation of wage paid prior to the federally and/or City mandated wage change as well as the new amount due to the new federally and/or City mandated wage change. Contractor must agree to provide documented proof of wages paid at any time the City makes such a request.

18. The City reserves the right to terminate this contract upon thirty (30) days written notice. In the event of termination of this contract, Contractor agrees to leave the client's property under its care in as good a condition as it was at the time of acceptance of this contract. Should termination be required due to contractor's unsatisfactory performance, or for failure to abide by any of the other requirements of the contract, the terminated vendor may be declared a "non-responsible" vendor. This declaration may result in the rejection of any bids submitted by the vendor for a period of time to be determined by the City.
19. The City will issue purchase order(s) to the successful bidder for the 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 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.
20. The City intends to award to the responsive/responsible bidder based on the lowest price for all three (3) years.
21. Contract award to purchase the service covered in this bid document shall be construed under and governed by 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.
22. 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 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.
23. **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.**
24. **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 to award. Failure to submit the requested information will result in the notice of intent to award being revoked.**

25. 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.
26. 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.
27. Successful vendor ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor 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 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 representative) or endanger property. Vendor shall take all reasonable precautions for the safety thereof 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 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.
28. 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 am and 3:00 pm, Monday thru Friday.
29. Port-o-lets may be used during selected City sponsored high attendance events; however, bidder will not be required to periodically clean or re-stock these facilities.
30. From time to time the City of Birmingham will sponsor high attendance events at Railroad Park. If the City requests additional janitorial personnel for these events, the vendor will be paid at the hourly rate they bid on the bid form for the number of hours actually worked. The additional labor will be used to provide additional trash/debris pickup from the grounds throughout the park, more frequent cleaning and restocking of restrooms, more frequent garbage can emptying, clean up spills and other hazardous site conditions throughout the park, manage excess dumpster capacity, etc.
31. Private event janitorial services are not part of the ITB; however, for continuity of service it is contemplated, but not guaranteed, the bidder selected on this ITB would also provide janitorial services for private events based on terms and conditions acceptable to both the bidder and Railroad Park staff. Any janitorial service provided for a private event at the park will be solely negotiated between the bidder and Railroad Park staff and will have no bearing or impact on the services performed in accordance with this ITB.
32. Day-to-day guidance and direction to selected vendor will be provided to vendor's on-site supervisor by the Park's Executive Director and/or Park Operations Manager. Guidance and direction will not be given directly to vendor's employees.

**DETAILED SPECIFICATIONS FOR JANITORIAL SERVICES
FOR RAILROAD PARK FACILITIES**

I. Relevant information for Railroad Park is:

- a. Park is open 24 hours/day, 7 days/week, 365 days/year. It is anticipated that approximately 600,000 people will visit the park per year with approximately 500,000 of those people using the restroom facilities. These numbers include all visitors to the park, whether attending a high-attendance special event or regular day-to-day visitors.
- b. Toilet paper, paper towels, hand soap, trash can liners, all purpose cleaner, bleach, mop heads and all other necessary cleaning supplies & equipment are to be provided by vendor. Using the above numbers as a guide, bidders are to calculate, using established industry standards, the amount of supplies listed that will be needed and include any items of cost in their monthly bid price. .

II. The following are chores by area:

Signs:

- a. All park signs are to be cleaned twice a year.

Boxcar:

- a. Light fixtures are to be cleaned every six months
- b. Plaster/sheet rock ceiling cleaned every six months
- c. General inspection for cleanliness daily. Immediately report any hazardous safety conditions to the Park Operations Manager.

Plaza and Pavilions (covered areas):

- a. Floors swept, cleaned twice daily and mopped as needed. Any food stains on concrete are to be cleaned with soap and hot water to prevent setting.
- b. Benches, tables and chairs cleaned daily and during high attendance seasons (fall, spring and summer) cleaned twice a day.
- c. Trash and litter removed at least twice daily or more often as needed. This includes the tree beds.
- d. Garbage cans washed every two (2) weeks to prevent odor.
- e. Pressure-wash monthly all hardscape areas (restrooms, 17th Street Plaza, dumpster enclosure). Communicate planned wash dates with Park Operations Manager to prevent conflicts with planned events.
- f. General inspection for cleanliness daily. Immediately report any hazardous safety conditions to the Park Operations Manager.

Concession Area (outdoor):

- a. Tables, chairs, trash cans and external surfaces cleaned, wiped down and sanitized before opening each day.
- b. Pick up debris daily.
- c. Trash removed and discarded daily and more often as needed, particularly in high attendance seasons (fall, spring and summer).
- d. Check drink machine area twice daily to ensure water does not stand in front of machines. Mop up any water that may be present.
- e. General inspection for cleanliness daily. Immediately report any hazardous safety conditions to the Park Operations Manager.

Railroad Park Foundation Office/Ranger Station:

- a. Floors swept daily, cleaned and mopped weekly. Spills/soiling addressed immediately.
- b. Windows are to be cleaned inside once daily, outside daily and more often as needed for high use areas.
- c. Dusting/dust removal to be accomplished daily on furniture, security monitors, wall hangings etc.
- d. Trash and litter removed twice daily. Re-line trash cans twice daily.
- e. General inspection for cleanliness daily. Immediately report any hazardous safety conditions to the Park Operations Manager.

Restrooms:

- a. Restrooms are to be cleaned, sanitized twice daily and stocked (soap, paper towel, toilet tissue) at the following intervals:
 - 1. During high attendance season (spring, summer and fall) and during special high attendance City events throughout the year, vendor must restock bathrooms hourly from 7:00 a.m. to 11 p.m. or until the special high attendance event ends
 - 2. During the remainder of the year, vendor must restock bathrooms from 7:00 a.m. to 11:00 p.m. at least once every three (3) hours.
- b. All interior surfaces cleaned and wiped down daily (i.e. commodes, receptacles between women's stalls, men's urinals, stall walls and doors, toilet tissue holders, mirrors, floors and sinks).
- c. Restrooms maintained in compliance with health and safety codes.
- d. Drinking fountains cleaned twice daily
- e. Interior walls cleaned weekly or sooner if required.
- f. Wall base covers cleaned weekly.
- g. Exterior walls and floors pressure washed every month, or as needed.

- h. Trash cans emptied hourly.
- i. General inspection for cleanliness daily. Immediately report any hazardous safety conditions to the Park Operations Manager.

III. **Vendor Personnel:**

- a. Vendor's employees must wear uniforms identifying themselves as company employees while working at park.
- b. Vendor's employees cannot bring their children to the park while working at park.
- c. Vendor's employees cannot socialize with park visitors while working at park.

BID FORM

William E. Caffee
 Assistant Purchasing Agent
 Birmingham, AL

Submitted below is my firm bid for janitorial service for City Railroad Park facilities in accordance with your invitation to bid and specifications dated December 17, 2015. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with the specifications except as listed below.

DESCRIPTION	PRICE	ANNUAL TOTAL
<u>1st Year Janitorial Service per specifications per month</u>	\$ x 12	\$
Hourly Rate for estimated additional man hours for City sponsored High Attendance Events	\$ x142	\$
	Total	\$
<u>RENEWAL OPTIONS</u>		
<u>2nd Year Continuation of Janitorial Service per month</u>	\$ x 12	\$
Hourly Rate for estimated additional man hours for City sponsored High Attendance Events	\$ x142	\$
	Total	\$
<u>3rd Year Continuation of Janitorial Service per month</u>	\$ x12	\$
Hourly Rate for estimated additional man hours for City sponsored High Attendance Events	\$ x142	\$
	Total	\$
	GRAND TOTAL	\$

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)** _____