



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

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J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

May 20, 2015

INVITATION TO BID #15-41

Sealed bids for metal recycling for the City of Birmingham, a period of one (1) year with month to month extension thereafter upon mutual agreement of both parties, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama, until 2:00 p.m., June 26, 2015, at which time and place they will be publicly opened and read.

Bidder's wishing to bid can download the complete solicitation including the specifications and bid form via the internet at www.birminghamal.gov (go to the 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.

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No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.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 or part of any bid, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – METAL RECYCLING – 2:00 P.M., 06/26/15.**" 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 June 26, 2015. Bids received after this time will not be considered.


W. E. Caffee, Asst. Purchasing Agent

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B.N. 05/27/15

SPECIFICATIONS FOR METAL RECYCLING AT THE NEW GEORGIA LANDFILL

GENERAL:

The City of Birmingham is seeking bids for an annual contract for metal recycling at the New Georgia Landfill. This contract will consist of the metal goods collected at the landfill. City intends to award to the highest priced responsive, responsible bid submitted.

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extension 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 term or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract. During the extension phase of the contract should any product bid have a manufacturer's price increase which applies across the board to all sales of the product, the City shall allow the bidder to increase the bid price by the exact dollar amount of the manufacturer's price increase. Bidder must provide to the City printed documentation from the manufacturer of any such price increase at least thirty (30) days prior to implementing any increase in price. No increase in price shall be allowed during the first one (1) year of the contract. Should any product herein experience a manufacturer's price reduction during the contracted period, the City is to immediately receive the benefit of such reduction.

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

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.

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 4:00 p.m., Monday through Friday.

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.

Bids may be solicited for products included in this contract 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.

Contract award 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.

SPECIFICATIONS FOR METAL RECYCLING AT THE NEW GEORGIA LANDFILL

Insurance

(a) For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence and \$1,000,000.00 property damage per occurrence and (iii) Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's bid number (# 15-41) 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.

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.

(b) City Additional Named Insured. Except for the Workers 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 form ISO, CG 2010.11 85.

(c) 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.

(d) 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 automobile liability coverage provided herein shall not prohibit the vendor or its employees, agents of representatives from waiving the right of subrogation prior to loss or claim.

(e) Proof of Coverage. Before the commencement of services or work hereunder, the vendor shall provide to the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. 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 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.

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.

Certificate of insurance must be presented to the City within ten (10) days of notice of award and prior to commencement of any work.

SPECIFICATIONS FOR METAL RECYCLING AT THE NEW GEORGIA LANDFILL

Safety

The successful vendor ("Vendor") warrants that it has inspected, or will inspect, the work sites before performing the services and work contemplated hereunder ("services"). Vendor 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 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 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.

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.

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.

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.

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 bid 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.

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 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.

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.

SPECIFICATIONS FOR METAL RECYCLING AT THE NEW GEORGIA LANDFILL

Scope of Work: The City is currently operating the New Georgia Landfill, 2800 47th Avenue North, Birmingham, Alabama, 35217. As metal goods are brought into the landfill area they are set aside, separate from other materials. Metal goods consist of such items as: refrigerators, freezers, washers, dryers, air conditioners, water heaters, stoves, dishwashers, lawnmowers, bikes, metal fencing, pipe, conduit, car parts, engines, etc. In the interest of recycling of such metal goods, it is the intent of the City to offer these metal goods to any interested bidder on a per gross ton (2240 lbs / gross ton), payable to the City, basis. The City seeking bids from contractors for the collection and removal of all metal goods from the landfill site. All metal goods are sold "AS IS – WHERE IS" and the City makes no guarantee as to the amount of metal to be collected under this contract. Any interested bidder may contact Paul Ward, Solid Waste Administrator, phone: (205) 718-3800 to make arrangements to gain access to the area to inspect the type of metal being collected at the site. There is no guarantee that the metal goods currently present at the landfill will be the only types of metal that will be required to be removed during the term of the contract. Successful bidder will be required to remove "ALL" metal goods from the landfill. Any bid submitted will be construed as evidence that the bidder has made an on site inspection and is aware of any and all existing conditions that might affect his bid price.

The City reserves the right to extend this contract to any other sites where scrap metal is collected in significant volume, upon mutual agreement of both parties.

Successful bidder will coordinate a pick-up / service schedule with the Solid Waste Administrator, Paul Ward, to ensure a mutually agreeable schedule that does not interfere with any ongoing landfill activities. Any quantity used as an estimated annual volume of metal goods is for evaluation purposes only. The quantity used on the bid form is an estimate only. The City does not guarantee any specific amount of metal goods to be generated under this contract. Bidder is to bid a firm price per gross ton (2240 lbs / ton) for all metal goods.

Successful bidder is responsible for all aspects of pick-up, hauling and proper disposal of all metal goods under this contract. Successful bidder shall generate weigh tickets at the City scales to determine the actual tonnage of metal goods removed from the landfill site. All payments are to be made payable to the City of Birmingham and a payment schedule is to be established by the City of Birmingham and the successful bidder to ensure an efficient and mutually agreeable process.

Pricing shall be based on the American Metal Market Scrap Iron and Steel (AMM), Consumer Buying Prices for No. 2 bundles in the Birmingham market. Bidder's price shall be the base price as shown on the AMM Price listing less a fixed discount (Ex: No. 2 Bundle Price is \$300.00, bidder quotes price based on a discount of 50% which means he (bidder) will pay the City \$150.00/gross ton. If quoted discount is 60%, bidder will pay the City \$120.00/gross ton. If quoted discount is 80%, bidder will pay the City \$60.00 / gross ton.)

For the purpose of this bid, bidders are to use the price of No. 2 bundles as shown on the American Metal Market listing for June 15, 2015. This will insure that all bids are based on the same published base price for evaluation purposes. Each bidder is to provide a dated copy of the price sheet to verify the base price used for their bid was based on the price for June 15, 2015.

After the award is made, the successful bidder shall use the base price for the 15th day of each month to determine the payment price/gross ton to the City for each month, should the 15th fall on a holiday or weekend, the price shall be based on the next following work day. **Example:** For all loads picked up by the successful bidder from May 15, 2015 through June 14, 2015 the base price in effect for May 15, 2015 will be used. **Example:** 6 loads, totaling 12 tons picked up between May 15, 2015 and June 14, 2015 was \$200.00/gross ton, quoted discount percentage was 70%, amount due the City is \$200.00 less 70% = \$60.00/ton multiplied by 12 tons equals \$720.00. NOTE: A dated, printed copy of the ATM price list must be submitted with each payment to discount the base price for each payment period.

BID FORM

William E. Caffee
 Assistant Purchasing Agent
 Birmingham, Alabama

Submitted below is my firm bid for metal recycling for the City of Birmingham for a period of one (1) year with month to month extensions thereafter upon mutual consent of both parties in accordance with your invitation to bid and specifications dated May 20, 2015. Prices quoted are f.o.b. Birmingham, AL picked-up and I am bidding in accordance with specifications except as listed below.

Approx. Qty.	Description	Unit Price	Extended Total
200	Tons Metal Goods	May 15, 2015 AMM No. 2 Bundle Base Price \$ _____ / Gross Ton Less Discount of _____ % Net Price \$ _____ /Gross Ton	\$ _____
GRAND TOTAL			\$ _____

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.

EXCEPTION TO SPECIFICATIONS:

_____	Date of Bid
_____	Company
_____	Street Address
_____	City State Zip
_____	Post Office Box
Tax ID Number	City State Zip
Name (Print or Type)	Terms of Payment
Signature	Delivery Date
Title	Telephone Number
E-Mail Address	Fax Number

Bidder acknowledges receipt of _____ addendum (addenda) to this bid package (#15-41)
 (0, 1, 2, 3, etc.)

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)**