CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265/FAX: (205) 254-2484

LATORIA KENNIEBREW, PRINCIPAL BUYER
CARMEN JONES, PURCHASING AGENT

APRIL 7, 2022
ITB: 22-26R

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	**Bid #22-26R (A complete copy can be downloaded at www.birminghamal.gov)**
SEPARATE SEALED BIDS FOR:	**TEMPORARY EMPLOYEE SERVICES**
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Latoria Kenniebrew, Principal Buyer Purchasing Division 710 North 20th Street, P-100 City Hall Birmingham, AL 35203-2227

*****IMPORTANT SOLICITATION DATES*****

BID DUE DATE:	**BID OPENING DATE:**
April 25, 2022 by 5:00 PM (Mailed) **(Central Standard Time)**	**April 26, 2022 at 11:00 AM** **(Central Standard Time)**

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 Work then Bidding Opportunities). Interested bidders can also contact the Purchasing Office at (205) 254-2265 and request a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
710 North 20th Street
P-100 City Hall
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Latoria Kenniebrew at latoria.kenniebrew@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the "Bid Due Date" may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

PUBLISHED: BIRMINGHAM NEWS ON 04/10/2022

RELEASED BY:

Latoria Kenniebrew

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INVITATION TO BID

Sealed bids marked **"TEMPORARY EMPLOYEE SERVICES"** will be received by the City of Birmingham Purchasing Agent, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **MONDAY, APRIL 25, 2022.** **Bids submitted after these dates and times will not be considered.** **Bids will be publicly opened at 11:00 a.m. on TUESDAY, APRIL 26, 2022.**

In an effort to decrease the spread of COVID-19, bid openings will be held virtually via WebEx at **11:00 A.M. on TUESDAY, APRIL 26, 2022.** Login information can be found on the City's website at www.birminghamal.gov (go to link titled **Work**, then click **Bidding Opportunities**).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/bid responses, which are received later than the date and time, indicated above. Late bids/bids will be retained in the bid/bid file, unopened.

TERMS OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal for two (2) additional one-year terms, contingent upon Council approval. **The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.**

ADDENDA

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.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

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, cashier's or certified check in the amount of $1,000.00. 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.

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.

All bids are to be submitted on the bid form provided and all bids are to be f.o.b. Birmingham, Alabama delivered. 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 **"Temporary Employee Services" 5:00 PM (cst), 04/25/22.** Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

LK: BN **04/10/2022**

Purchasing Agent

CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

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CARMEN JONES, PURCHASING AGENT

APRIL 7, 2022
ITB: 22–26R

INVITATION TO BID (CONT'D)

GENERAL

The City of Birmingham is seeking bids to establish hourly rates for various types of temporary help which may be needed over the period of the contract. The specific classifications of temporary services will be defined later in this document. The City makes no guarantee as to the number of temporaries or number of hours which might be required during the specified period. All services will be ordered on an as needed basis. Award will be based on the lowest priced, responsive, responsible bid submitted per line item. The City of Birmingham requires the temporary services to pay a minimum hourly rate to any and all temporary employees utilized by the City under this contract during the life of the contract.

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

SPECIFICATIONS

The minimum hourly rate is stated in the position description for each classification. Bidder 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 if requested, that the minimum required wage is being paid to personnel provided to the City. No price increase will be allowed during the life of the contract unless agreed upon by both parties.

If at any time after the first year of the contract the minimum wage changes, the City will require the contractor to increase the stated hourly wage of all temporary personnel being provided to the City by the exact amount of the wage increase. This increase can only go into effect after the first year of the contract – no price increase is allowed during the first year. Bidder must provide documentation of wage rate paid prior to the proposed increase as well as the increased wage rate to justify the new billing.

The City estimates using approximately 1,600 hours for waiter/waitress grade service and approximately 1,170 hours for laborer grade service for the next year based on historical usage. The City estimates using approximately 100,000 hours for event workers staff/supervisors; all hours in addition will be negotiated. The City of Birmingham will also require provider to utilize former City of Birmingham retirees to be hired as event workers: staff/supervisors at various City venues. The City does not guarantee any amount of hours for any classification of temporary services.

Contractor shall be covered with workmen's compensation and general liability insurance in an amount not less than $500,000.00 for bodily injury and $250,000.00 for property damage. Except for workman's compensation the City, its officers, agents and employees shall be additional named insured on said policy. Contractor shall be covered by fidelity bond in an amount not less than $25,000.00. Insurance and bonds shall be issued by companies licensed to do business in the State of Alabama. The City's bid number (**22-26R**) must appear on any/all copies of the certificate of insurance. Contractor is to provide certificate of insurance and bonding to City prior to commencement of contract.

The City will pay only for the hours worked at the bid price. Bidder is responsible for all taxes, insurance, etc., for the temporary employee used by the City. City reserves the right to request replacement of any temporary employee.

Only bids from established, operating temporary service companies with a minimum of three (3) consecutive years in business in the Birmingham area as of the bid opening date whose primary area of expertise (70% or greater) is in the labor and service area will be considered eligible for award. Bidder must provide written documentation which will adequately demonstrate their primary market segment is labor and service.

The City reserves the right to interview applicants for certain positions to ensure suitability for the position: normal request is to interview three people – could be more or less.

Successful bidder must be able to provide temporary help with the minimum skills and experience defined for each classification bid. Bidders must have standard screening and/or testing policies for personnel to ensure their personnel have the minimum skills required. Bidders are to provide written documentation to demonstrate such screening/testing policies exist. Inability to provide temporary help with the minimum skill levels as specified will be grounds for cancellation of the contract.

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INVITATION TO BID (CONT'D)

CLASSIFICATIONS DEFINED

NOTE: Arlington Antebellum Home and Garden does not allow temporary services employees to keep tip/gratuity money.

Waiter/Waitress: (NO TIPS ALLOWED) Skills: Experienced informal dining service techniques, must dress in black pants or skirts and white shirts or blouses with a clean, well-kept appearance. Must be available to work special events throughout the year for periods of time ranging from 2-8 hours per day and 1-5 hours per week – Tuesday through Sunday as needed. Service must pay employee at least $10.60 per hour.

Laborer: Skills: Move furniture and equipment between various sites, setup/take down chairs and tables in large auditorium areas, assist in the setup/take down of stage equipment as well as perform other manual labor related tasks as required. Working hours vary from daytime to late night and early morning depending on event or project. Individuals must be clean and have a good hygienic appearance. Service must pay employee at least $9.00 per hour.

Event Workers: Staff/Supervisor: Skills: No formal skills required. Event staff positions will be the following: Greeters, Ticket Takers, Concession Cashiers, Parking Attendants, & Parking Cashiers. Service must pay event staff at least $13.00 per hour. Supervisors are needed for events where 10 or more event staff workers are utilized. Service must pay event supervisors at least $16.00 per hour. City of Birmingham Venues for event workers will be the following: The Birmingham CrossPlex, Sloss Furnace, The Boutwell Auditorium, and Birmingham Park & Rec. All event workers must be available to work special events throughout the year for periods of time ranging from 4-12 hours per day, Sunday – Saturday. All event workers must dress in a consistent color uniform shirt with provider logo; with a clean well-kept appearance.

CANCELLATION

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Failure to deliver as specified and in accordance with the bid submitted will constitute sufficient grounds for cancellation.

PURCHASE ORDERS

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 bids, 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.

TERMINATION OF CONTRACT

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. Any violation of this agreement shall constitute a breach and default 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.

Irrespective of any default hereunder, either party may also, at any time in their discretion, terminate this Agreement, in whole or in part, by giving the other party sixty (60) days written notice thereof and in such event, Contractor shall be entitled to receive compensation specified herein for all work completed prior to such sixty (60) days' notice of termination or cancellation, delivered or

TERMINATION OF CONTRACT *(continued)*
not yet delivered to the City. Contractor shall also be entitled to compensation for all subsequent work requested by the City and delivered by Contractor, after notice of termination. For any work partially completed at the date of termination, such work will be compensated on a prorated basis, as mutually agreed upon.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

PRICES
Include transportation (including fuel surcharge, if applicable).

QUANTITIES
The quantities shown on the bid form are estimated initial purchase quantities 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.

PRE-PAYMENTS
No prepayments of any kind will be made prior to shipment.

TAX
The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

ADDITIONAL PURCHASES
The City has attempted to list all items for **TEMPORARY EMPLOYEE SERVICES** required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

REDUCTION IN COST
Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion 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.

NON- DISCRIMINATION POLICY
Vendor (and its employees, agents, and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) *(continued)*
Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

FORM W-9
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.

BUSINESS LICENSE
In the event you receive a notification of intent to award letter, bidder must provide the City of Birmingham a copy of his/her current City of Birmingham business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked. A copy of his/her license may be submitted along with the bid.

PUBLIC DISCLOSURE
Subject to applicable law or regulations, the content of each Bidder's Bid shall become public information upon the effective date of any resulting contract.

TELEGRAPHIC/ELECTRONIC BID RESPONSES
Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

E-VERIFY
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.

Bids may be solicited for the 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.

Any questions concerning these specifications should be addressed to Purchasing Division, Latoria Kenniebrew, phone (205) 254-2268, fax, (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

SINGLE BID
If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a of the Alabama Code. The bid will be opened, but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

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CARMEN JONES, PURCHASING AGENT

APRIL 7, 2022
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INVITATION TO BID (CONT'D)

NEGOTIATIONS
The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all bids have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

PROHIBITION AGAINST BOYCOTTING
By signing this contract the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

AWARD
The award will be made on an all or none basis. Bidder will quote on all items. Contract will be awarded to the lowest most responsive and responsible bidder who meets all bid requirements and has a history of successfully completing like work.

GOVERNING LAW/DISPUTE RESOLUTION
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.

PAYMENT TERMS
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.**

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9
Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection 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.

HOLD HARMLESS AND 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).

NON-COLLUSION
Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

CONFLICT OF INTEREST

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State, or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

CONFIDENTIALITY

Contractor agrees that such reports, information, opinions, or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not

INSURANCE

Liability Insurance: For the duration of this contract and for limits not less 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; (iii) professional liability of $1,000,000.00 limit for claims arising out of professional services caused by contractor's errors, omissions or negligent acts; and (iv) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (**22-26R**) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The 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 named 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

Proof of Coverage: (*continued*)
section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the 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.

INVOICING
All invoices must agree with the purchase order in description and price and include the following information:

1.) Purchase Order Number
2.) Ship to Department Name and Address
3.) In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

CITY OF BIRMINGHAM
ARLINGTON ANTEBELLUM HOME
331 COTTON AVENUE SW
BIRMINGHAM, AL 35211

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required in order for the City to process payment.

THIRD-PARTY "REMIT-TO"
If a Bidder has a third-party "remit-to" company, that information must appear on the Bidders response. The City of Birmingham will send payment to the company designated by the Bidder on its response but will not be responsible for resolving payment issues should the Bidder change payment processing companies after a payment has been mailed or without a 45-day written notification to the Arlington Antebellum Home and Accounting division of the City of Birmingham.

LAWS, PERMITS
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.

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CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
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LATORIA KENNIEBREW, PRINCIPAL BUYER
CARMEN JONES, PURCHASING AGENT

APRIL 7, 2022
ITB: 22–26R

BID FORM

In order for any bid award to be considered that exceeds $10,000.00, your bid must be accompanied by an acceptable bid bond, certified check, or cashier's check in the amount of $1,000.00.

BIDS SUBMITTED WITHOUT A BID BOND WILL NOT BE ACCEPTED.

Submitted below is my firm bid for **TEMPORARY EMPLOYEE SERVICES** for a minimum of one (1) year guaranteed with the option of renewal for two (2) additional one-year terms in accordance with your invitation to bid and specifications. Prices are F.O.B. Birmingham, Alabama delivered and are in exact accordance with specifications except as listed below.

ITEM	DESCRIPTION	HOURLY RATE
1	Waiter/Waitress **(NO TIPS ALLOWED)**	$_____/hr.
2	Laborer	$_____/hr.
3	Event Worker: Staff	$_____/hr.
4	Event Worker: Supervisor	$_____/hr.

MAXIMUM DISCOUNT:

Guaranteed discount if bid is renewed for 2nd year: _____%

Guaranteed discount if bid is renewed for 3rd year: _____%

NAME OF YOUR COMPANY _____

CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

LATORIA KENNIEBREW, PRINCIPAL BUYER
CARMEN JONES, PURCHASING AGENT

APRIL 7, 2022
ITB: 22–26R

SIGNATURE PAGE

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.

Bidder acknowledges receipt of _____ addenda(s)
(Addenda numbers)

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

This page must be returned with bid.

DUNS # _____

_____
Date of Bid

_____
Name (Print legibly

_____
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: _____

Cell Phone: _____

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)** _____
_____
_____
_____

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LATORIA KENNIEBREW, PRINCIPAL BUYER
CARMEN JONES, PURCHASING AGENT

APRIL 7, 2022
ITB: 22–26R

NOTICE OF INTENT TO RESPOND
FOR
"TEMPORARY EMPLOYEE SERVICES"

_____ **Yes, I do intend to participate in the bid process.**

_____ **No, I do not intend to participate in the bid process at this time.**

All potential vendors seeking to do business
with the City of Birmingham should register at
https://www.birminghamal.gov/work/bidding-opportunities/.

*****NOTE*****

You can return your Notice of Intent to latoria.kenniebrew@birminghamal.gov or via fax at 205.254.2484

CONTRACT FOR TEMPORARY EMPLOYEE SERVICES
FOR THE CITY OF BIRMINGHAM
Bid #22-26R

THIS CONTRACT FOR TEMPORARY EMPLOYEE SERVICES FOR THE CITY OF BIRMINGHAM (hereinafter the "Contract") is made this ____ day of _____, 2022 and entered into by and between the City of Birmingham, a municipal corporation, (hereinafter referred to as the "City") and, _____, (hereinafter referred to as the "Company").

WHEREAS, in connection with Bid #22-26R (the "Bid"), the City has conducted a competitive bid process to select a contractor to provide the services and work specified in that Bid and in this Contract (collectively, the "Work"); and

WHEREAS, Company is being awarded the right to perform the services and work contemplated in the Bid;

NOW WITNESSETH, in consideration of the mutual covenants and benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

TERMS: Company agrees to perform the Work as specified in the Bid and set forth in this Contract. In the event of a conflict between any term, specification or provision in the Bid materials and those in this Contract, the provisions in this Contract shall control and govern. The Bid specifications and provisions in this Contract may collectively hereinafter be referenced as the "Contract." At its expense, Company will provide all labor, materials and equipment required to perform the Work. Company warrants that it will perform the Work in a good and workmanlike manner. Unless terminated sooner as provided herein, the term of this Contract shall commence on the first day of the month following its execution by both parties and shall extend for a maximum term of three (3) years (the "Term"), including a minimum period of one (1) year after that date. The initial one (1) year period and any extended period may be collectively referenced herein as the ("Term"). This Contract may not be extended more than twenty-four (24) months after the expiration of the initial one (1) year period. During any extended period, the prices and other provisions and conditions in the Contract will continue to apply. Either party may terminate this Contract during the extended period by providing advance written notice to the other thirty (30) days prior to the designated time for termination.

TERMINATION: The City may terminate this Contract before the expiration of its initial one (1) year period or any extended period if Company defaults on a material obligation to the City under the Contract (a "Default"), and Company fails to correct or remedy the Default within seven (7) days after the City's provision of written notice of Default to Company. Failure of the Company to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the contract or available by law.

INDEMNIFICATION/INSURANCE:

(a) Indemnification: Company agrees to defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against 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, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Company, hereafter a "Company Representative") that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the City-owned properties or Work sites that Company or any Company Representative may enter or encounter in performing their services or Work; (b) the use or occupancy of City-owned properties and Work sites by Company or any Company Representatives; and (c) any act, omission or conduct by Company or any Company Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities and Work under this Agreement; provided that Company's indemnification obligation to the City under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate Company to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(b) Insurance: For the duration of the Contract and for limits not less than stated below, the Company shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Commercial General Liability: Two Million Dollars ($2,000,000.00) for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft;

(ii) Comprehensive Automobile Liability: Covering owned and rented vehicles operated by the Company with policy limits of not less than One Million Dollars ($1,000,000.00) bodily injury per occurrence, One Million Dollars ($1,000,000.00) property damage or per occurrence; and

(iii) Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

The Company may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the execution of the contract, the Company shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificates shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

All such insurance coverage shall be provided by a policy or policies insured by 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, which said policy or policies shall be approved by the Director of Finance of the City and filed with the City Clerk. The Company shall cause a certificate or certificates of insurance to be furnished, in duplicate, to the City evidencing such insurance coverage. The City's bid number (22-26R) shall appear on any/all copies of the certificate of insurance.

Such insurance policies shall contain an endorsement providing the City will be given not less than thirty (30) day notice in writing prior to the cancellation or change of coverage provided by said policies. In the event the City is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this agreement, the Company shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with certificates evidencing the re-establishment of the insurance coverage required hereby.

SAFETY AT WORK SITES: The Company warrants that, before performing the Work contemplated hereunder, it will inspect the sites where Work is completed. Company further warrants that, before performing the Work, it will identify any condition or hazard that it considers will prevent it from performing the Work in a manner that does not endanger persons or property. Company is exclusively responsible for performing the Work in a safe manner that does not put a risk the safety of persons (including its own employees or representatives) or endanger property. Company 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 Company or any of its subcontractors; and (iii) other property at the Work sites or adjacent thereto. Company 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.

EQUAL OPPORTUNITY:

(a) During the performance of this contract Company agrees as follows:

(1) Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) In the event of Company's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and Company may be declared ineligible for further municipal contracts.

(b) Company acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantage business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes 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. Company agrees to comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Company to complete the Work.

PROHIBITION AGAINST BOYCOTTING:
By signing this contract the Company certifies that it is not currently engaged in, and for the duration of this contract will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

NON-COLLUSION:
Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

CONFLICT OF INTEREST;
Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

CONFIDENTIALITY:
Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

WORK SPECIFICATIONS/RATES/PAYMENT FOR WORK:
Contractor agrees to perform the Work pursuant to the specifications in the attached Bid Documents.

CONTRACT REPRESENTATIVES:

Each party shall appoint notify the other of the representative who shall coordinate with the other party on all matters pertinent to the performance of the Work and administration of this Agreement (the "Contract Representative").

The Contract Representative so designated shall have the authority to act on behalf of its organization to transmit instructions and receive information. Either party may designate a new Contract Representative upon provision of written notice to the other.

Any notice required hereunder shall be sufficiently given when sent to the Contract Representatives via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

MISCELLANEOUS PROVISIONS:

(a) Before commencing the Work, Company, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Company further agrees to maintain that Licensing throughout the performance of its Work.

(b) With respect to any goods, materials or products furnished by Company to City, Company warrants that it owns, is licensed or has the right to supply all such products, including all intellectual rights attendant thereto. To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless the City (and its representatives) from and against all actions, damages, judgments, losses, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs) and claims for patent, copyright or other infringement of intellectual property rights arising out of, related to, or resulting from Company's breach of this warranty.

(c) Company is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the City and the Company. Further, the City retains no control or authority with respect to its means and methods in which the Company (or any of its employees or representatives) performs the Work.

(d) The Company shall not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the City, which approval may be withheld for any reason. In no event shall this Contract be assigned to an unsuccessful bidder who was rejected because he was not a responsible or responsive bidder.

(e) The Contract is made only for the benefit of the City and Company. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(f) If Company conducts business through a corporation, limited liability corporation, or other similar organization, it makes the following representations and warranties as additional inducements to the City for it to enter the contract:

(i) Company is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama and has the power to enter into and to perform and observe its agreements and covenants in the contract.

(ii) All actions required to be taken by or on behalf of Company to execute the contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body and copies of such resolutions shall be provided to the City.

(iii) The execution and performance of the contract by Company do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Company is a party.

(g) Company warrants and certifies that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this contract, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this contract. The City, at its sole discretion, may terminate the contract without liability if Company violates this warranty.

(h) The Contract and the specifications in the Bid Documents represent the entire agreement between the parties. The terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such negotiation concerning those matters is merged into this Contract. This Contract may be amended only by written instrument signed by both parties.

(i) This contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed and shall have the same legal force and effect as, an original document.

(j) Any forbearance or delay on the part of the City in enforcing any of its rights under this Contract shall not be construed as a waiver of such rights. No terms of this contract shall be waived unless expressly waived in writing.

(k) If any provision of this contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(l) "Buy Local": Company agrees that in connection with any portion of the Work, it will make commercially reasonable efforts to buy and/or lease supplies, materials and equipment from vendors located within the corporate limits of the City of Birmingham.

(m) Local Hiring: Company agrees to make, and cause to its subcontractors, if any, to make commercially reasonable efforts to hire residents of the City of Birmingham to fill available positions with respect to the Work.

(n) Immigration Act Compliance: (a) Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq*., Code of Alabama 1975, as amended (the "Act"). (b) Contractor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Contractor is enrolled in the E-Verify program. During the performance of this Agreement, Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Contractor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Contractor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor represents and warrants that Contractor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Contractor knows is not in compliance with the Act. (d) By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

(Signatures on following page)

IN WITNESS WHEREOF, the aforesaid parties have hereunto set their signature on the _____ day of _____, 2022.

CITY OF BIRMINGHAM:

BY: _____
Its Mayor

DATE: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

_____
Assistant City Attorney / Date

COMPANY: _____

BY: _____

ITS: _____
(Official Title)

DATE: _____