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

AISHA JOHNSON, SENIOR BUYER **MAY 26, 2022**
CARMEN JONES, PURCHASING AGENT **ITB: 22-75**

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	**Bid #22-75 (A complete copy can be downloaded at www.birminghamal.gov)**
SEPARATE SEALED BIDS FOR:	**WEED ABATEMENT & DEBRIS**
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Aisha Johnson, Senior Buyer Purchasing Division 710 North 20th Street, P-100 City Hall Birmingham, AL 35203-2227

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

BID DUE DATE:	**BID OPENING DATE:**
Tuesday, June 21, 2022 by 5:00 PM **(Central Standard Time)**	**Wednesday, June 22, 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 click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting 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 Aisha Johnson at aisha.johnson@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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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.

RELEASED BY:

Aisha Johnson Carmen Jones

aj
B.N. 06/01/22

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Sealed bids marked **"ITB: 22-75 Weed Abatement & Debris"**, will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **TUESDAY, JUNE 21, 2022.** **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 11:00 A.M. on WEDNESDAY, JUNE 22, 2022.

In the effort to decrease the spread of COVID-19, bid openings will be held virtually via WebEx. Login information can be found on the City's website at www.birminghamal.gov (click on the link titled **Work** then click on **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/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award and execution of the contract documents. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a maximum period of three (3) years, with a minimum of one (1) year guaranteed and the option of annual continuation, contingent upon Council appropriations. 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 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.

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 **"ITB: 22-75 Weed Abatement & Debris, 5:00 P.M., 06/21/2022."** 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.

Carmen Jones, Purchasing Agent

B.N. 06/01/22

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INVITATION TO BID

GENERAL

Provide weed abatement, with or without residential or commercial buildings, within the City limits of Birmingham, Alabama. The Contractor shall provide service for a period covering twelve (12) months based upon the need as determined by the Public Works Department. Although there are no set boundaries, work assignments will be made using geographically convenient considerations. Volume may be based on production. This contract does not grant an exclusive right to the contractor. The City reserves the right to supplement weed cutting as necessary. Each vendor will be awarded abatement of in an amount not to exceed 128,000 square feet. **NOTE:** The City reserves the right to make a secondary award in any area where there exists an overabundance of lots needing to be abated and based on the availability of funds to accomplish the work.

Bidders are required to provide an original and two (2) copies of their bid in a sealed envelope.

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. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder.

AWARD

The contract shall become effective from the date of final execution of a written agreement between the successful bidder and the City, attested by the City Clerk.

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. The successful bidder shall execute an Agreement, signed by both parties, which together with 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"), shall represent the entire agreement between the parties and shall not be amended unless agreed in a legally authorized writing that is signed by both parties. These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

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

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.

QUESTIONS

Any questions concerning these specifications should be addressed to Purchasing Division, Aisha Johnson, phone (205) 254-2267, fax, (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

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CERTIFIED CHECK/BID BOND/CASHIER'S CHECK
Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds $10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's check in the amount of $500.00. 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.

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.

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 **Weed Abatement & Debris** required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid pricing for the same item(s) or related types.

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
During the performance of this contract the Vendor agrees as follows:
(1) The Vendor 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. The Vendor 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. The Vendor 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 the Vendor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the vendor may be declared ineligible for further municipal contracts.

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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 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.

PUBLIC DISCLOSURE

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

BUSINESS LICENSE

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. A copy of his/her license may be submitted along with his/her bid. In the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current 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.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal 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, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act") and that, during the performance of this contract, Vendor shall 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.

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SINGLE BID
If a single bid response is received for this ITB, the bid will be rejected in accordance with Section 41-16-50(a) of the Code of Alabama. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. 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.

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 proposals 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.

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.

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.

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, hereinafter (Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation incudes 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).

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.

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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.

GUARANTEE
Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to purchase, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham Finance Purchasing Division and its agent.

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
DEPARTMENT OF PUBLIC WORKS
501 6TH AVENUE SOUTH
BIRMINGHAM, AL 35205

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor.**

DETAILED SPECIFICATIONS

1. The city intends for one (1) year, with option to extend, to award all weed abatement work. Each vendor will be awarded abatement of lots in an amount not to exceed 128,000 square feet. **NOTE:** City reserves the right to make a secondary award in any area where there exists an overabundance of lots needing to be abated and based on the availability of funds to accomplish the work.

2. Vendors will be required to submit a firm square foot bid price, to abate (includes cutting weed/trees, removing debris and hauling to landfill) in an amount not to exceed 128,000 square feet. The City intends to make multiple awards as may be in the best interest of the City of Birmingham. The award decision will depend on the square foot bid price submitted by each vendor and several other factors that will be described later in this document.

3. Bids will be considered only from responsive/responsible individuals, sole owners, partnerships or corporations that can demonstrate a current capability to properly, and in a timely manner, perform the abatement of groups provided. The vendors selected must have submitted a responsive and responsible bid that conforms to this Invitation for Bid. While the square foot bid price will be considered, other important factors will also be considered to determine whether the vendors are responsible vendors. If a vendor is determined not to be responsible, they will not receive any awards, regardless of how low their square foot bid price may be. This does not limit the City's authority to otherwise determine that a vendor to be a non-responsible bidder.

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DETAILED SPECIFICATIONS – (cont'd)

4. In order to determine responsibility, each vendor must submit with their bid the following:

   a. A list of all equipment available to accomplish the abatement of weed lots. If equipment is leased, or the intent is to lease if receiving the award, provide documentation of this fact.

   b. A list (by name) of all permanent workers currently employed. If intent is to hire temporary labor if award is received, provide documentation of this fact.

   c. The approximate amount of working capital (money in the bank) that is available, if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fee, etc. Provide supporting documentation from your financial institution.

   d. For the duration of this contract and for limits not less than stated below, the successful vendor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than $200,000.00 total general aggregate with a maximum of $100,000.00 for each occurrence that 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 vendor with limits of not less than $200,000.00 bodily injury per occurrence, $200,000.00 property damage or combined single limit of $200,000.00; and (iii) Workman's compensation coverage in an amount adequate to comply with the statutory requirements. The city's bid number (22-75) 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 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.

      City Additional Named Insured. Except for 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 from ISO, CG 2010.11 85.

      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. 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 or representatives from waiving the right of subrogation prior to loss or claim.

DETAILED SPECIFICATIONS – (cont'd)

Proof of Coverage. Before the commencement of services or work Hereunder, the vendor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section within ten (10) days of notice of award. 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 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. Failure to provide as stated, will result in the termination of award and forfeiture of bidder's bid bond.

e. The City of Birmingham must have a copy of successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked. Business license does have to be included with the formal bid.

f. A notarized affidavit and warranty (see Attachment 1).

NOTE: All the above information, except the insurance proof of coverage and copy of bidder's City of Birmingham business license, must be submitted with the bid or the bid will be deemed nonresponsive, and will not receive further consideration.

5. For the twelve (12) month period following receipt of a Notice of Award, vendors who receives an award, will be allowed to abate weeds. After the initial twelve (12) month period, a determination will be made to continue with the same vendor(s) for a term not to exceed twenty-four (24) additional months, unless the City wishes to rebid or unless the vendor indicates he/she is no longer willing/able to continue providing abatement services at the price they bid.

6. Successful vendor shall, at their own expense, furnish all labor, supplies, equipment and machinery necessary to abate all lots in the particular quadrant for which they received an award.

7. Successful vendor shall not assign their award to any other vendor without prior written approval from the City of Birmingham. Award shall not, under any conditions, be assigned to an unsuccessful vendor who was rejected because they were determined to be a nonresponsive and/or nonresponsible vendor.

8. In the clearing of lots, the following criteria shall be followed:

a. All grass, weeds or bushes shall be cut to a height range of from two (2) to four (4) inches on the entire lot; including abutting alley ways and the grass plot between sidewalk and curb. At least 50% of any public right of way, alleys, unopened roads, etc. that adjoin a lot are to be cut. Vegetative cover shall be maintained: After weed removal there shall be approximately two (2") inches of grass or other ground cover remaining.

b. All brush or saplings three inches in diameter, (nine & one half (9½") inches in circumference) or less are to be cut to the ground level. Diameter measurements must be taken forty-eight (48") inches from the ground. All sprouts growing out of existing stumps three (3") inches in diameter, (nine & one half (9½") inches in circumference are to be cut back to the stump.

c. The existing terrain shall not be altered. Bush hogs, skid steers, chippers, weed eaters, lawn mowers, swing blades and other like equipment are all acceptable. Use of heavy or track type equipment requires prior approval from one (1) of the two (2) Code Enforcement Supervisors, and the vendor will be responsible for any alterations to the existing terrain.

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AISHA JOHNSON, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

MAY 26, 2022
ITB: 22-75

INVITATION TO BID

DETAILED SPECIFICATIONS – (cont'd)

d. There shall be no burning, use of herbicides or poisons, plows, or scrapers.

e. All cleared vegetative materials and debris located on the property, shall be removed from the site and disposed of properly and legally. Brush that has been run through a chipper may be spread over the lot. Any vendor caught illegally dumping anything removed from any lot will be immediately determined a non-responsible vendor for the remainder of their bid award term, and bids during that time period will not be considered and will be required to pick up and properly dispose of the illegally dumped debris. The use of front-end loaders, except for removal of debris, is not acceptable.

f. When clearing lots, the contractor shall be responsible for the prevention, control and elimination of excessive amounts of noise, airborne dust, debris or other nuisances emanating from the site.

g. Downed/fallen trees anywhere on a lot are to be removed at no additional cost. Trees that have partially fallen onto a lot from outside the lot boundaries need only be cut back to the property line. Trees on the lot that fall over the property line and are partially on another lot need only be cut to the property line. Contractors will not be required to remove tree stumps if the stump is completely in the ground. However, the tree must be cut down to ground level. If the stump is within the property boundaries and is partially or completely pulled out of the ground, the contractor must remove the trunk and backfill any resulting hole.

9. **All bids for abatement of weeds must be accompanied by a bid deposit in the form of a money order, cashier's check, or certified check in the amount of $500.00, and must be made payable to the City of Birmingham. Bid deposit will be returned to all unsuccessful bidders after the formal award is made. Bid deposit of successful bidder(s) will be held until final completion of the contract. Should the successful bidder(s) fail to accept the award or complete the contracted work, the bid deposit shall be forfeited. Failure to provide the bid deposit with the bid will render the bid nonresponsive, and it will receive no further award consideration.**

10. If awarded the bid, when overgrown lots are given to abate, the vendor will receive several groups of lots, in an amount not to exceed 128,000 square feet. The vendor will have five (5) calendar days to completely abate in an amount not to exceed 128,000 square feet.

11. Vendor will be required to acknowledge receipt of Purchase Order and a list of properties with a confirmation form, via email, by including your name, company name, Purchase Order number, list number, and date and return via email or fax within two (2) working days after email notification from the Purchasing Division. The two (2) working days will begin from the time the vendor is notified via email. Failure to comply will result in forfeiture of the $500.00 deposit.

12. Once a Purchase Order(s) is signed, the vendor shall notify one of the two (2) Code Enforcement Supervisors before commencing work on the group(s) that are contained in his/her Purchase Order(s). A series of dated photographs (with identifiable landmarks including spray painted property number, front and back yard if there is a house or building present and show edge of street and alley where applicable) are to be taken, on the day of work, by the vendor of each lot prior to beginning work, and a series of photographs with the same identifiable landmarks after work is complete. A photograph must be taken of each parcel on his/her purchase order (occupied or cut property). Photographs must be four inches by six inches (4" x 6") time/date stamped and/or, initialed and indicate the address of each lot. Photographs must be submitted to one of the two (2) Code Enforcement Supervisors for final approval. **Photos may be submitted via email (contact Code Enforcement Supervisor for instructions on emailing photos)**. Failure to meet any of the requirements of the photo documentation will result in the group or groups being considered incomplete until the proper photos are submitted. Any lots that have been cut or occupied prior to work being started by the vendor will be removed from the group to be cut and the City will not pay for the cutting of those lots. The City reserves the right to remove a lot from a Purchase Order(s) at any time for any reason. Any questions concerning the location of lots should be directed to the appropriate Code Enforcement Supervisor as indicated on the Purchase Order attachment.

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INVITATION TO BID

DETAILED SPECIFICATIONS – (cont'd)

13. Once the Purchase Order(s) is/are signed, all awarded groups shall be cleared by the vendor within five (5) calendar days. Failure to comply with the completion time as stated in the Purchase Order(s) will result in assessment of late charges at the rate of $25.00 for each calendar day over the five (5) calendar days for a maximum of ten (10) calendar days. This amount shall be subtracted from the $500.00 deposit. In the event the Purchase Order(s) is not completed within twenty-four (24) calendar days, any additional days required to complete will be multiplied by $25.00, and that additional amount will be subtracted from the vendor's invoice for the particular group. If late charges are assessed that depletes some or all of the $500.00 deposit, the vendor will be required to provide funds per paragraph 12 that brings the deposit back up to $500.00 before any more groups are awarded to the vendor.

14. Three (3) failures by a vendor in a twelve (12) month period to complete awarded lots within the five (5) calendar day time frame will force the City to determine the vendor to be a nonresponsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months. A nonresponsiblity determination will cause the vendor's award to be terminated, and a new Invitation for Bid will be issued for the affected quadrant. Failure to complete all the lots in the group(s) awarded within thirty (30) days after being awarded a Purchase Order(s), will cause the vendor to be immediately terminated and declared nonresponsible for twelve (12) months. At that time, the bid amount will be prorated based on the number of lots completed, and $25.00/day from day 25 to day 30 will be subtracted from the prorated amount due the vendor for only the lots that were actually successfully completed. If any amount is left, after subtracting the $25.00/day, that amount will be paid to the vendor. No payment will be made for partially completed lots within a terminated list.

15. Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the vendor feels he/she has an extreme situation, the vendor must contact the Purchasing Division when the extreme situation occurs, or as soon as possible after the extreme situation occurs if during non-City work hours and prior to the scheduled completion date and provide a justification for the requested extension. If necessary, the Purchasing Division shall contact one (1) of the two (2) Code Enforcement Supervisors or the Code Enforcement Manager. Assuming delay is justified as an extreme situation, then a revised completion date will be determined by a signed modification to the Purchase Order(s). Unless an extension has been granted in writing by the Purchasing Division, the Purchase Order(s) will be expected to be completed by the original due date.

16. After lots have been cleared, to include disposal of all cleared material, the vendor shall notify one (1) of the two (2) Code Enforcement Supervisors for inspection. **NOTE**: Do not contact these supervisors for inspection until all clearing and hauling has been completed. Only the two (2) Code Enforcement Supervisors are authorized to inspect the cleared lots. No payment will be made to the vendor until all the lots are cleared and debris hauled away in accordance with the requirements set out herein, and after the applicable supervisor's approval. Turn in each completed group in as soon as finished, rather than waiting and turning all awarded groups in at once. This will expedite the final inspection process. All inspections will be made on a first come, first serve basis. **NOTE**: Vendors are not allowed to place cleared material out for the Public Works Department to pick up. Vendors are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided to the Code Enforcement Supervisor at the time he is contacted to request inspection.

17. Vendor shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Idemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, curt 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 obligation 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 site by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence or 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.

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INVITATION TO BID

DETAILED SPECIFICATIONS – (cont'd)

18. 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.

19. The purchase of the services covered in this Invitation for Bid shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

20. The successful vendor ("Vendor") warrants that it will inspect the work sites before performing the services and work contemplated here under ("services"). 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 worksite, 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.

21. **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.**

22. **Any potential vendor 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.**

23. 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, §31-13-1, *et seq*., Code of Alabama 1975, as amended (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

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AISHA JOHNSON, SENIOR BUYER **MAY 26, 2022**
CARMEN JONES, PURCHASING AGENT **ITB: 22-75**

ATTACHMENT 1

NOTARIZED AFFIDAVIT AND WARRANTY

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding weed abatement services, and everything contained herein is warranted by the bidder to be true.

_____
DATE

WITNESS:

_____
COMPANY NAME

_____ _____
BIDDER

_____ _____
NOTARY PUBLIC BY TITLE

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BID FORM

Carmen Jones
Purchasing Agent
City of Birmingham, AL

Submitted below is my firm bid for weed abatement & debris for the City of Birmingham. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a minimum of one (1) year. Upon approval of both parties, the life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed, in accordance with your Invitation to Bid and Specifications dated May 26, 2022. Prices quoted are f.o.b. Birmingham, AL, and I am bidding in exact accordance with the specifications except as listed below.

DESCRIPTION	UNIT PRICE
Weed Abatement & Debris	$ _____/sq. ft.

NAME OF YOUR COMPANY _____

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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

(a) [ ] Are [ ] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) [ ] Have [ ] have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

(c) [ ] Are [ ] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and

(d) [ ] Have [ ] have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

(e) <u>DATA UNIVERSAL NUMBERING SYSTEM (DUNS)</u>
Duns number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification https://www.sam.gov/SAM/. Companies that do not have a free DUNS number may visit https://www.dnb.com/duns-number/get-a-duns.html for more information. *The City of Birmingham does not provide DUNS numbers.*

_____	_____
AUTHORIZED SIGNATURE	TITLE
_____	_____
PRINTED NAME	DATE

_____ I am unable to certify to the above statements. My explanation is attached.

NAME OF YOUR COMPANY _____

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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.

EXCEPTION TO SPECIFICATIONS: (use extra pages if necessary)

_____
_____
_____
_____

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

This page must be returned with bid.

DUNS #_____

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	Cell Phone

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)** _____

_____
_____
_____

FORM OF CONTRACT FOR WEED ABATEMENT & DEBRIS REMOVAL

THIS CONTRACT FOR WEED ABATEMENT & DEBRIS (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 #22-75 (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 period of three (3) years, with a minimum of one (1) year guaranteed and the option of annual continuation, contingent upon Council appropriations (the "Term"). The initial one (1) year period and any extended period may be collectively referenced herein as the ("Contract"). 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) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than $200,000.00 total general aggregate with a maximum of $100,000.00 for each occurrence that shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; comprehensive automobile liability insurance concerning owned and rented vehicles operated by the vendor with limits of not less than $200,000.00 bodily injury per occurrence, $200,000.00 property damage or combined single limit of $200,000.00; and Workman's compensation coverage in an amount adequate to comply with the statutory requirements. The city's bid number (19-77) must appear on any/all copies of the certificate of insurance.

(ii) 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.

(iii) 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.

City Additional Named Insured. Except for 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 from ISO, CG 2010.11 85.

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. 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 or representatives from waiving the right of subrogation prior to loss or claim.

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 (22-75) 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) Company (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. During the performance of this contract the Vendor agrees as follows:

(1) The Vendor 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. The Vendor 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. The Vendor 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 the Vendor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the vendor 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 Bid and set forth below:

(1) Successful vendor shall, at their own expense, furnish all labor, supplies, equipment and machinery necessary to maintain specified rights-of-way in the particular area for which they received an award.

(2) Successful vendor shall not assign their award to any other vendor without prior written approval from the City of Birmingham. Award shall not, under any conditions, be assigned to an unsuccessful vendor who was rejected because they were determined to be a nonresponsive and/or non-responsible vendor.

(3) The approximate amount of working capital (money in the bank) that is available, if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fee, etc. Provide supporting documentation from your financial institution.

(4) In the clearing of lots, the following criteria shall be followed:

(a) All grass, weeds or bushes shall be cut to a height range of from two (2) to four (4) inches on the entire lot; including abutting alley ways and the grass plot between sidewalk and curb. At least 50% of any public right of way, alleys, unopened roads, etc. that adjoin a lot are to be cut. Vegetative cover shall be maintained: After weed removal there shall be approximately two (2") inches of grass or other ground cover remaining.

(b) All brush or saplings three inches in diameter, (nine & one half (9½") inches in circumference) or less are to be cut to the ground level. Diameter measurements must be taken forty-eight (48") inches from the ground. All sprouts growing out of existing stumps three (3") inches in diameter, (nine & one half (9½") inches in circumference are to be cut back to the stump.

(c) The existing terrain shall not be altered. Bush hogs, skid steers, chippers, weed eaters, lawn mowers, swing blades and other like equipment are all acceptable. Use of heavy or track type equipment requires prior approval from one (1) of the two (2) Code Enforcement Supervisors, and the vendor will be responsible for any alterations to the existing terrain.

(d) There shall be no burning, use of herbicides or poisons, plows, or scrapers.

(e) All cleared vegetative materials and debris located on the property, shall be removed from the site and disposed of properly and legally. Brush that has been run through a chipper may be spread over the lot. Any vendor caught illegally dumping anything removed from any lot will be immediately determined a non-responsible vendor for the remainder of their bid award term, and bids during that time period will not be considered and will be required to pick up and properly dispose of the illegally dumped debris. The use of front-end loaders, except for removal of debris, is not acceptable.

(f) When clearing lots, the contractor shall be responsible for the prevention, control and elimination of excessive amounts of noise, airborne dust, debris or other nuisances emanating from the site.

(g) Downed/fallen trees anywhere on a lot are to be removed at no additional cost. Trees that have partially fallen onto a lot from outside the lot boundaries need only be cut back to the property line. Trees on the lot that fall over the property line and are partially on another lot need only be cut to the property line. Contractors will not be required to remove tree stumps if the stump is completely in the ground. However, the tree must be cut down to ground level. If the stump is within the property boundaries and is partially or completely pulled out of the ground, the contractor must remove the trunk and backfill any resulting hole.

(5) When overgrown lots are given to abate, the vendor will receive several groups of lots, in an amount not to exceed 128,000 square feet. The vendor will have five (5) calendar days to completely abate in an amount not to exceed 128,000 square feet.

(6) Vendor will be required to acknowledge receipt of Purchase Order and a list of properties with a confirmation form, via email, by including your name, company name, Purchase Order number, list number, and date and return vial email or fax within two (2) working days after email notification from the Purchasing Division. The two (2) working days will begin the time the vendor is notified via email. Failure to comply will result in forfeiture of the $500.00 deposit.

(7) Once a Purchase Order(s) is signed, the vendor shall notify one of the two (2) Code Enforcement Supervisors before commencing work on the group(s) that are contained in his/her Purchase Order(s). A series of dated photographs (with identifiable landmarks including spray painted property number, front and back yard if there is a house or building present and show edge of street and alley where applicable) are to be taken, on the day of work, by the vendor of each lot prior to beginning work, and a series of photographs with the same identifiable landmarks after work is complete. A photograph must be taken of each parcel on his/her purchase order (occupied or cut property). Photographs must be four inches by six inches (4" x 6") time/date stamped and/or, initialed and indicate the address of each lot. Photographs must be submitted to one of the two (2) Code Enforcement Supervisors for final approval. **Photos may be submitted via email (contact Code Enforcement Supervisor for instructions on emailing photos)**. Failure to meet any of the requirements of the photo documentation will result in the group or groups being considered incomplete until the proper photos are submitted. Any lots that have been cut or occupied prior to work being started by the vendor will be removed from the group to be cut and the City will not pay for the cutting of those lots. The City reserves the right to remove a lot from a Purchase Order(s) at any time for any reason. Any questions concerning the location of lots should be directed to the appropriate Code Enforcement Supervisor as indicated on the Purchase Order attachment.

(8) Once the Purchase Order(s) is/are signed, all awarded groups shall be cleared by the vendor within five (5) calendar days. Failure to comply with the completion time as stated in the Purchase Order(s) will result in assessment of late charges at the rate of $25.00 for each calendar day over the five (5) calendar days for a maximum of ten (10) calendar days. This amount shall be subtracted from the $500.00 deposit. In the event the Purchase Order(s) is not completed within twenty-four (24) calendar days, any additional days required to complete will be multiplied by $25.00, and that additional amount will be subtracted from the vendor's invoice for the particular group. If late charges are assessed that depletes some or all of the $500.00 deposit, the vendor will be required to provide funds per paragraph 12 that brings the deposit back up to $500.00 before any more groups are awarded to the vendor.

(9) Three (3) failures by a vendor in a twelve (12) month period to complete awarded lots within the five (5) calendar day time frame will force the City to determine the vendor to be a nonresponsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months. A nonresponsiblity determination will cause the vendor's award to be terminated, and a new Invitation for Bid will be issued for the affected quadrant. Failure to complete all the lots in the group(s) awarded within thirty (30) days after being awarded a Purchase Order(s), will cause the vendor to be immediately terminated and declared nonresponsible for twelve (12) months. At that time, the bid amount will be prorated based on the number of lots completed, and $25.00/day from day 25 to day 30 will be subtracted from the prorated amount due the vendor for only the lots that were actually successfully completed.

If any amount is left, after subtracting the $25.00/day, that amount will be paid to the vendor. No payment will be made for partially completed lots within a terminated list.

(10) Time extensions **will not** be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the vendor feels he/she has an extreme situation, the vendor must contact the Purchasing Division when the extreme situation occurs, or as soon as possible after the extreme situation occurs if during non-City work hours and prior to the scheduled completion date and provide a justification for the requested extension. If necessary, the Purchasing Division shall contact one (1) of the two (2) Code Enforcement Supervisors or the Code Enforcement Manager. Assuming delay is justified as an extreme situation, then a revised completion date will be determined by a signed modification to the Purchase Order(s). Unless an extension has been granted **in writing** by the Purchasing Division, the Purchase Order(s) will be expected to be completed by the original due date.

(11) After lots have been cleared, to include disposal of all cleared material the vendor shall notify one (1) of the two (2) Code Enforcement Supervisors for inspection. **NOTE**: Do not contact these supervisors for inspection until all clearing and hauling has been completed. Only the two (2) Code Enforcement Supervisors are authorized to inspect the cleared lots. No payment will be made to the vendor until all the lots are cleared and debris hauled away in accordance with the requirements set out herein, and after the applicable supervisor's approval. Turn in each completed group in as soon as finished, rather than waiting and turning all awarded groups in at once. This will expedite the final inspection process. All inspections will be made on a first come, first serve basis. **NOTE**: Vendors are not allowed to place cleared material out for the Public Works Department to pick up. Vendors are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided to the Code Enforcement Supervisor at the time he is contacted to request inspection.

(12) 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, curt 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 obligation 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 site by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence or 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.

(13) 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.

(14) The purchase of the services covered in this Invitation for Bid shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

(15) The successful vendor ("Vendor") warrants that it will inspect the work sites before performing the services and work contemplated here under ("services"). 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 worksite, 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.

(16) 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.

CONTRACT REPRESENTATIVES:

Each party shall appoint a 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 City's Contract Representative is:

City of Birmingham
710 North 20th Street
Purchasing Department
Birmingham, AL 35203
Phone: (205) 254-2265

with a copy to:

City of Birmingham
710 North 20th Street, Room 600
Purchasing Department
Birmingham, AL 35203
Attn: City Attorney, Nicole King

The Company's Contract Representative is:

_____
_____
_____, _____ 35_____
Phone: _____-_____-_____
Email: _____
Attn: _____

The Contract Representative designated above shall have the authority to act on behalf of its organization to transmit instructions and receive information. Either party may designate a Contract Representative other than the person named above 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 represent the entire agreement between the parties. These 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.

(Signature Page Follows on Next Page)

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

CITY OF BIRMINGHAM, A MUNICIPAL CORPORATION:

BY: _____
Its Mayor

DATE: _____

ATTEST:

_____
City Clerk

COMPANY

_____

BY: _____

ITS: _____
(Official Title)

DATE: _____

APPROVED AS TO FORM BY LAW DEPARTMENT:

_____
Assistant City Attorney / Date