

**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**

MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

JUNE 28, 2023
ITB# 23-64

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	23-64 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	DEMOLITION OF NON-RESIDENTIAL STRUCTURES II
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Melinda A Cunningham, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227

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

BID DUE DATE: JULY 19, 2023 by 5:00 PM (CENTRAL STANDARD TIME)	BID OPENING DATE: JULY 20, 2023 at 2:00 PM (CENTRAL STANDARD TIME)
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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 Employment & Bidding, 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
P-100 City Hall
710 North 20th Street
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 Melinda A Cunningham at melinda.cunningham@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Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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 Opening Due Date” may not be considered.**

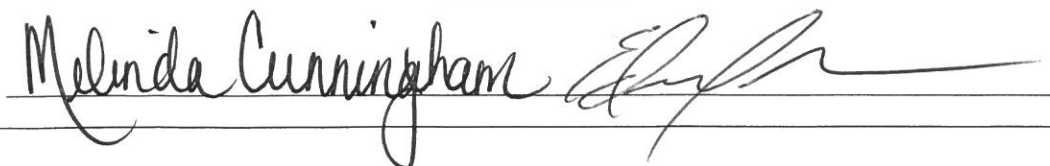
The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

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 Alabama Messenger 06/28/2023

RELEASED BY:



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INVITATION TO BID

Sealed bids marked “**DEMOLITION OF NON-RESIDENTIAL STRUCTURES II**”, 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 PM central time (standard or daylight savings time, as applicable) on **JULY 19, 2023**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 2:00 PM on JULY 20, 2023.

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.

In an 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 (go to link titled **Employment & Bidding**, then click on **Bidding Opportunities**).

ADDENDUMS/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 bidders who were provided a copy in person or by mail.

CERTIFIED CHECK/BID BOND/CASHIER’S CHECK

A certified check, cashier’s check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00 must accompany the bid. No cash or personal/company checks will be considered acceptable. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The successful bidder will be required to furnish a \$50,000.00 Performance Bond and a Statutory Labor and Material Payment Bond in the amount of \$50,000.00 on a surety company approved and duly authorized to do business in the State of Alabama.

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# 23-64“DEMOLITION OF NON-RESIDENTIAL STRUCTURES II, 5:00 PM, JULY 19, 2023.”** 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.


Edward Williams, Assistant Purchasing Agent

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INVITATION TO BID – *Continued*

The City intends, for the next twelve (12) months, to award **all** DEMOLITION OF NON-RESIDENTIAL STRUCTURES II, inclusive of all structural types: wood frame, brick, masonry, etc., that are normally considered common occurrences in the City of Birmingham. Nothing in this document shall prevent or preclude the City from utilizing its own equipment and personnel to perform demolition related services as may be determined to be in the best interest of the City. Size of each structure will be defined as the total square footage of all floor levels of the structure from the ground level and above.

Bidders will be required to submit a firm per sq. ft. bid price to demolish condemned non-residential structures city wide. Bidder will be eligible for award for demolition of structures city wide. The final award decisions will depend on the bid prices submitted by each bidder and several other factors that will be described in paragraphs 3 and 4 below.

Bids will be considered only from responsive/responsible sole owners, partnerships, corporations or LLC with a proven record of competent service in the demolition of buildings who can demonstrate a current capability to properly, and in a timely manner, perform the demolition of structures provided. The bidder must be able to provide documentation to demonstrate the entity has been in business, whose primary business being demolition work, for a minimum of three (3) years prior to the date this bid is submitted. The four (4) bidders selected must have submitted a responsive and responsible bid that conforms to this Invitation for Bid. While the bid price will be the primary factor of consideration, other important factors will also be considered to determine whether the bidder is a responsible bidder. If a bidder is determined not to be responsible, they will not receive any awards, regardless of how low their bid may be.

INCURRING COSTS

The Bidder acknowledges and agrees that any expenses or costs it incurs in responding to this bid are part of its ordinary costs of doing business and therefore at its own risk. The City is not responsible or liable for reimbursing the Bidder for any such expense or cost, regardless of whether or not the bid is accepted.

CONTACTS

Questions regarding procurement should be addressed in writing to Melinda Cunningham, Senior Buyer – Purchasing Division, either by fax: 205-254-2484 or email: melinda.cunningham@birninghamal.gov between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

Questions regarding technical aspects should be addressed in writing to Michael Glover, Chief Condemnation and Demolition Coordinator – Department of Planning, Engineering & Permits either by fax: 205-254-2242 or email: michael.glover@birninghamal.gov between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

FORM W-9

Any successful bidder who is not currently set up as a bidder in the City of Birmingham bidder 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 & TAXES

The successful Bidder must submit a current City of Birmingham business license and a certificate from the City of Birmingham showing that no tax delinquency is due at the time of the ITB submission and prior to the formal award of contract. Each Bidder may submit a copy of his/her license and the City of Birmingham no delinquency certificate along with his/her Bid. However, Bidder must provide a copy of his/her current business license and the City of Birmingham no delinquency certificate 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.

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INVITATION TO BID – *Continued*

TELEGRAPHIC/ELECTRONIC RESPONSES

Proposal responses sent via electronic devices (i.e. facsimile machines and email) are not acceptable and will be rejected upon receipt.

PROPRIETARY DOCUMENTS

Any documents considered proprietary by the Bidder must be clearly marked as proprietary. Documents will be handled in compliance with the rules of the City of Birmingham and the Bid Laws of the State of Alabama.

E-VERIFY- IMMIGRATION ACT COMPLIANCE

Successful Bidder (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 from time to time (the "Act") and that, during the performance of this contract, Bidder shall participate in the E-Verify program as required under the term of the Act. Bidder agrees to comply with all applicable provisions of the Act as a condition for the award of any contract. Bidder also 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 the Bidder under the Agreement in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Bidder shall provide documentation establishing that the Bidder is enrolled in the E-Verify program, or a signed, written statement that the Bidder does not have a presence (one or more employees) in 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. Bidder may submit applicable documentation with his/her Bid or no later than seven (7) working days of receipt of notice of intent to award.

PERFORMANCE BOND

The successful bidders will be required to furnish a Performance Bond in the amount of \$50,000.00, a Statutory Labor and Material Payment Bond in the amount of \$50,000.00 by a surety company approved and duly authorized to do business in the State of Alabama, and made payable to the City of Birmingham, the value of each is to be good for the life of the contract. Bonds must be presented to the City within ten (10) days of notice of award and prior to the commencement of any work.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

A certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00 must accompany the bid. No cash or personal/company checks will be considered acceptable. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

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.

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.**

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INVITATION TO BID – *Continued*

LOCAL PREFERENCE

For purposes of this bid, the City's local preference zone shall be the area within the city limits of the City of Birmingham. The City may award the contract to a resident, responsible bidder located within the local preference zone, a woman-owned enterprise, an enterprise of small business, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise, as authorized by Section 41-16-50, Code of Alabama, 1975.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. 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.

AWARD

The City shall award this contract to the lowest responsible and responsive bidder who best meets the terms and conditions of this bid. The City will award based on what is in the best interest of the City in compliance with law.

CONTRACT AWARD

The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor. Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

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-1 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.

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.

TERMINATION OF CONTRACT

This contract may be terminated by the City with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the City shall have the right to immediately terminate the contract and withhold further payments. Should termination occur, the holder of the contract may be declared a "non-responsible bidder" This declaration may result in the rejection of any future bids submitted by the bidder for a period of time to be determined by the City. Such termination shall not relieve the contractor of any liability to the City for damages sustained by virtue of a breach by the contractor.

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 Bidder must be included in any fee proposed (Code of Alabama 40-12-222).

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INVITATION TO BID – *Continued*

CONTRACT ADDITIONS

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional services of same type and scope as requested herein

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 or 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.

The contract shall become effective from the date of the Notification of Award letter which will be mailed to the successful bidder.

PRICE GUARANTEE FOR ENTIRE CONTRACT PERIOD

Bidder agrees that he will delivery any items awarded to him, that such items will be manufactured to quoted specifications that prices billed will be no higher than those quoted herein, and that delivery will be made within the time specified herein or within a reasonable time, if not so specified. Bidder hereby guarantees delivery of all items awarded to him hereunder, without any qualification or limitation whatsoever. In making this guarantee, bidder confirms that he has secured the subject items or had obtained guarantee of their availability sufficient to his satisfaction.

Bidder further agrees that in the event bidder fails to deliver any items awarded to him in accordance herewith for any reason whatsoever, The City of Birmingham may, at its option, accept the lowest and best bid for such items, or re-bid such items, or obtain substitute items elsewhere. Such substitutes may include later year models, where current year models are not reasonably available. Bidder agrees to pay The City of Birmingham the difference between bidder's bid for such items and the cost to The City of Birmingham to obtain the items elsewhere, if greater, and other incidental and consequential damages. The City of Birmingham may elect not to affect such cover and may enforce all remedies authorized by law.

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 Planning, Engineering & Permits
710 North 20th Street
Room 220
Birmingham, AL 35203

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 bidder.**

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

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INVITATION TO BID – *Continued*

TAX

The City of Birmingham is exempt from all tax. This exemption does not extend to the successful bidder. The successful bidder shall be responsible for payment of all of its applicable Business License taxes, Sales, Use, Lease, Occupational, Income, Ad Valorem and any other tax that may be levied or assessed by reason of this transaction.

THIRD-PARTY “REMIT-TO”

If Bidder has a third-party “remit-to” company, that information must appear on the Bidder’s response. The City of Birmingham will send payment to the company designated by 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 forty-five (45) days written notification to the Purchasing and Accounting division of The City of Birmingham.

PRE-PAYMENTS

No prepayments of any kind will be made prior to awarded project completion.

PRICES

Include transportation (including fuel surcharge, if applicable). all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

PAYMENT TERMS

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

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.

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 proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of bidder’s goods and/or services. By acceptance of the City’s purchase order(s), the successful bidder 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.

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INVITATION TO BID – *Continued*

PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish all certificates and permits required for the work at completion along with the invoice for payment.

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.

INSTALLATION/QUALITY ASSURANCE

Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in these specifications.

PRE-EXISTING CONDITIONS

All pre-existing conditions must be clearly documented (including but not limited to, photographs) to establish a clear definition of the work environment prior to commencing with any activities associated with this project. Vendor is responsible for correcting any defacement, damage or aesthetic appearance changes that occur beyond the point from the documentation of pre-existing conditions and any occurrences of damages during their contract.

PROGRESS CLEANING

Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic and providing the required protection of material. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction. As necessary, completely remove all scrap, debris and waste material from job site. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology. All areas must be cleaned of dust and debris after each day's work.

CLEANING AND SAFETY

Throughout the construction period, maintain the home, buildings, and site in a standard of cleanliness as described throughout this document. At no time shall construction interfere with daily life, work within the building, or cause a safety or code violation around public and private entrances. All precautions possible shall be taken to promote the safety of the homeowner, public, and employees. The successful bidder must have verifiable, active, safety policies.

Contractor is responsible for all damage to existing City, public, or private property, including but not limited to the building, grounds, and equipment, caused by him, his employees, or sub-contractors, and will replace and make good such damage. Contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractor will comply with all safety laws and regulations in effect in the locality.

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.

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INVITATION TO BID – *Continued*

IDENTIFICATION

All contractor personnel, working in or around building designated under this contract, shall at all times wear distinctive uniform clothing and/or display a visible photo-id card.

INSURANCE REQUIREMENTS

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 limits of not less than \$1,000,000.00 total 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; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (21-27) 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 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.

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

**MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT**

**JUNE 28, 2023
ITB# 23-64**

INVITATION TO BID – *Continued*

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.

NON-DISCRIMINATION POLICY

The City is committed to equal opportunity in solicitations. Bidder 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. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Failure by the Bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate. Bidder's noncompliance with these nondiscrimination clauses, the contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further municipal contracts.

LAWS AND REGULATIONS

By submitting a response to this bid, the Bidder acknowledges that the City requires all bidders and contractors doing business with the City to comply with all applicable federal, state and local laws, including those which prohibit discrimination against any person on the basis of race, age, color, religion, sex, ancestry, disability, or national origin.

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**JUNE 28, 2023
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INVITATION TO BID – *Continued*

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Bidder acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration. The Bidder 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 disadvantaged 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. Bidder agrees to reasonably comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Bidder to complete the service provided pursuant to the Agreement if they are the successful bidder.

GOVERNING LAW/DISPUTE RESOLUTION

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

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.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service purpose for which the maintenance/services contract included in this bid is to be purchase, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham and its Agent.

GENERAL

The City expressly reserves the right to reject any and all bids submitted and bidders determined to be non-responsive or non-responsive.

Melinda A. Cunningham

Senior Buyer

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INVITATION TO BID – *Continued*

SPECIFICATIONS

TIME IS OF THE ESSENCE. Due to the condition of the structures, no single contractor will be awarded more groups than he can demolish within 75 working days of the City’s notice to proceed (notice to proceed is City’s purchase order). Each bidder shall state on the bid form the number of days he will require to complete the demolition of each specific group. Based on this information, the city will not award any one contractor more groups than can be completed within a cumulative total of 75 working days.

EX: Low bidder states 25 days/group completion time on all five (5) groups. Since the maximum allowable total time for completion for the groups awarded to one contractor is 75 working days, this contractor will be awarded three (3) groups (25 days X 3 = 75 days). The other five (5) groups will be awarded to the next low bidder for each remaining group. Each group will be considered a separate single contract in the award process. Any bid submitted for any single group where the total for the group exceeds \$50,000.00 will require the bidder to have a General Contractor’s License. The General Contractor’s License Number shall appear on the outside of the bidder’s sealed envelope and on the bid form in the place provided.

Bids will be considered only from responsive/responsible sole owners, partnerships or corporations with a proven record of competent service in the demolition of buildings who can demonstrate a current capability to properly, and in a timely manner, perform the demolition of structures provided. The bidder must be able to provide documentation to demonstrate the entity has been in business, whose primary business being demolition work, for a minimum of three (3) years prior to the date this bid is submitted.

For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman’s compensation coverage in an amount adequate to comply with the statutory requirements. The City’s ITB# 23-64 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.

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INVITATION TO BID – *Continued*

GROUP 1

CON# CON2018-00251
ADDRESS: 4401 7TH AVE WL 35221
BUILDING DESCRIPTION: 2 STORY CHURCH
LEGAL DESCRIPTION: LOTS 1 THRU 3 BLK PRATT LAND AND IMPROVE CO
PARCEL ID: 30-2-1-25-1.0 LOT SIZE: 144 X 100
SPECIAL EXCEPTIONS: CONCRETE SLAB TO REMAIN, CONCRETE & ASPHALT PARKING AREA TO REMAIN, REMOVE ALL DEBRIS & OVERGROWTH.

CON# CON2018-00153
ADDRESS: 2900 BESSEMER RD EN 35208
BUILDING DESCRIPTION: 1 STORY COMMERICAL BUILDING
LEGAL DESCRIPTION: POB N INTER OF W 29TH PL & BESS RD TH NE 80 FT S ALONG BESS RD TH N W 137 .7 FT TH S 106.1 FT TO W 29TH PL THE SE 79 FT D 60 FT S ALONG W 29TH PL TO POB LYING IN NE ¼ SEC 5 TWSP 18S RANGE 3W
PARCEL ID: 29-5-1-17-11.0 LOT SIZE: 80 X 137
SPECIAL EXCEPTIONS: CONCRETE SLAB TO REMAIN, CONCRETE & ASPHALT PARKING AREA TO REMAIN, REMOVE ALL DEBRIS & OVERGROWTH.

CON# CON2021-00060
ADDRESS: 2304 AVENUE E 35218
BUILDING DESCRIPTION: 1 STORY COMMERICAL BUILDING
LEGAL DESCRIPTION: LOTS 21 & 22 BLK 23-D ENSLEY
PARCEL ID: 22-31-3-59-2.0 LOT SIZE: 50 x 150
SPECIAL EXCEPTIONS: CONCRETE SLAB TO REMAIN, CONCRETE & ASPHALT PARKING AREA TO REMAIN, REMOVE ALL DEBRIS & OVERGROWTH.

CON# CON2021-00199
ADDRESS: 512 8TH ST W 35204
BUILDING DESCRIPTION: 1 STORY COMMERICAL BUILDING
LEGAL DESCRIPTION: N 50 FT OF LOTS 18 & 19 & 20 BLK 11 SUR OF OWENTON LESS & EXC R/W
PARCEL ID: 22-33-4-12-19.0 LOT SIZE: 50 x 115
SPECIAL EXCEPTIONS: CONCRETE SLAB TO REMAIN, CONCRETE & ASPHALT PARKING AREA TO REMAIN, REMOVE ALL DEBRIS & OVERGROWTH.

CON# CON2021-00253
ADDRESS: 1705 BESSEMER RD 35208
BUILDING DESCRIPTION: 1 STORY COMMERICAL BUILDING
LEGAL DESCRIPTION: LOTS 9 & 10 & 11 & PT OF LOTS 7 & 8 BLK 53 WESTLEIGH 9/12 ALL BEING DESC AS: BEG NW COR SD LOT 11 TH NE 80 FT TH SE 23 FT TH NE 20.4 FT TH SE 11.8 FT TH NE 5.5 FT TH SE 62.7 FT TH SW 106.5 FT TH NW 103.7 FT TO POB LYING IN NE 1/4 SEC 7 TP 18 R3W
PARCEL ID: 29-7-1-25-4.1 LOT SIZE: 80 x 100
SPECIAL EXCEPTIONS: CONCRETE SLAB TO REMAIN, CONCRETE & ASPHALT PARKING AREA TO REMAIN, REMOVE ALL DEBRIS & OVERGROWTH.

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JUNE 28, 2023
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INVITATION TO BID – *Continued*

GROUP 1

4401 7TH AVE WL 35221



2900 BESSEMER RD EN 35208



2304 AVENUE E 35218



512 8TH ST W 35204



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INVITATION TO BID – *Continued*

GROUP 1

1705 BESSEMER RD 35208



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INVITATION TO BID – *Continued*

NOTE: All the above information is to be submitted with the bid or the bid may be deemed nonresponsive and may not receive further consideration. In order to determine responsibility, each bidder must submit with his bid the following:

- A. A list of all equipment available to accomplish the demolition of structures.
- B. A list (by name) of all permanent workers currently employed.
- C. The approximate amount of working capital that is available if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fees, etc.
- D. A certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00.
- E. Copy of Company's City of Birmingham Business License
- F. Copy of Company's Insurance
- G. Copy of Company's E-Verify
- H. Bid Form (Page 22)
- I. Debarment Statement / Data Universal Numbering System (DUNS) Requirement (Page 23)
- J. Notarized Affidavit and Warranty (Page 24)
- K. Signature Page (Page 25)

For the twelve (12) month period following receipt of a Notice of Award, each of the bidders who receive an award will be the only bidders allowed to demolish structures previously identified city wide in which they received an award. NOTE: The City reserves the right to use City crews to demolish structure.

Successful bidders shall, at their own expense, furnish all labor, supplies, equipment and machinery necessary to demolish structures in place city wide for which they receive an award. No accessory building is to be left on the site.

Successful bidders shall not assign their award to any other bidder without prior written approval from the City of Birmingham Purchasing Agent. Awards shall not, under any conditions, be assigned to an unsuccessful bidder who was rejected because they were determined to be a non-responsive and/or non-responsible bidder.

In the demolition of structures the following criteria shall be followed:

- A. Structures must be demolished in place. Successful bidder shall leave parcels of land cleared of all debris, weeds, non-decorative shrubs, and trees on the entire lot of three (3) inches or less in diameter, including abutting alley ways and the area between curb and street. Any abandoned vehicles shall be relocated on the lot as needed to allow for clearing of debris. Abandoned vehicles are not to be removed from the site. The sewer shall be properly plugged and approved by Jefferson County, and/or septic tank and grease traps shall be pumped out by a licensed company that performs these environmental services. A copy of the invoice from the environmental service company along with sewer plug approval documentation shall be provided to the City to document proper disposal of material and plugging of the sewer along with contractor's application for demolition permit.

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INVITATION TO BID – *Continued*

The specified buildings or structures are to be demolished level with the ground. All concrete or masonry slabs which constitute all or part of the foundation or floor, driveways and walkways of the buildings or structures shall be removed unless otherwise specified. **All concrete or masonry foundation walls shall likewise be demolished to 8” below ground level and the resulting debris removed from the site.** Fences, stone or masonry walls and other similar type structures shall be removed unless otherwise specified in the special conditions applicable to the particular buildings or structures being demolished. All holes, openings, or basements must be filled to grade level with inorganic material excluding concrete or masonry products. These holes, openings or basements **shall require** inspection prior to being filled.

Undisturbed section of grass lot shall be cut to a maximum three (3) inches in height. Disturbed section of lot by demolition shall be level to grade, compacted / tracked with equipment, grass seeded and covered with hay. Lot shall require inspection prior to being seeded and covered with hay.

- B. All asbestos required to be removed by EPA Regulation will be abated by a **separate** contract by an asbestos abatement certified contractor prior to the demolition. Asbestos abatement is not included in this bid. Any asbestos containing material discovered during demolition is cause for contractor to immediately stop all demolition until abatement is completed by the City of Birmingham asbestos abatement contractor.
The contractor must submit a Notification of Intention to Demolish or Renovate Structure(s) or Equipment Having Asbestos-Containing Material form to the Jefferson County Department of Health Air and Radiation Protection Division.
- C. Disposal of all debris must be done at an ADEM certified landfill. Bidder shall state on bid form the ADEM certified landfill proposed to be used for disposal of any debris originating from sites demolished. **CONTRACTOR MUST SUBMIT WITH HIS/HER INVOICE FOR PAYMENT FOR EACH STRUCTURE DEMOLISHED, ORIGINAL COPIES OF THE WEIGH TICKET(S) FROM THE ADEM CERTIFIED LANDFILL USED FOR DISPOSAL OF THE DEBRIS FROM THE STRUCTURE(S) DEMOLISHED. THIS IS TO DOCUMENT THAT THE DEBRIS WAS DISPOSED OF PROPERLY. THE WEIGH TICKETS MUST DOCUMENT AND REPRESENT THE DISPOSAL OF A TOTAL AMOUNT OF DEBRIS AS MAY BE REASONABLY CALCULATED BY USE OF THE MANUAL OF STEEL CONSTRUCTION FOR CALCULATION FOR STRUCTURES OF THE SIZE AND MATERIAL COMPOSITION OF THE STRUCTURE(S) IN QUESTION. THE WEIGH TICKET DATE (DATE THE TICKET WAS CREATED AND THE MATERIAL WAS DUMPED) MUST CLOSELY APPROXIMATE THE DATE OF THE ACTUAL DEMOLITION OF THE STRUCTURE. CONTRACTOR SHALL WRITE ADDRESS OF STRUCTURE ON THE WEIGH TICKET(S). THE CITY WILL NOT PAY ANY INVOICE WITHOUT DATED WEIGH TICKETS DOCUMENTING THE DATE OF DISPOSAL WHICH APPROXIMATES THE DATE OF THE DEMOLITION OF THE STRUCTURE(S) AND THE PROPER DISPOSAL OF DEBRIS IN AMOUNTS AS STATED ABOVE.**
- D. **BIDDER MUST STATE OR CERTIFY ON BID FORM WHETHER THEY HAVE ANY JUDGEMENTS, CONSENT ORDERS, PENDING ENFORCEMENT ACTION OR LITIGATION REGARDING ILLEGAL DISPOSAL OF SOLID WASTE IN THE STATE OF ALABAMA.**

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INVITATION TO BID – *Continued*

- E. IF AT ANYTIME AFTER AWARD OF A DEMOLITION CONTRACT, THE ADEM CERTIFIED LANDFILL LISTED ON YOUR ORIGINAL BID FORM AS THE DISPOSAL SITE FOR DEBRIS GENERATED FROM THE DEMOLITION HAS AN INCREASE IN DUMPING FEES, THE CITY WILL ALLOW THE CONTRACTOR TO INCREASE THEIR BID PRICE BY THE EXACT AMOUNT OF THE DUMPING FEE INCREASE PER TON TIMES THE ACTUAL TONNAGE OF DEBRIS DUMPED FROM EACH DEMOLITION SITE AS DOCUMENTED BY THE REQUIRED WEIGH TICKETS. BIDDER MUST PROVIDE TO THE CITY ADEQUATE DOCUMENTATION ON ANY SUCH DUMPING FEE PRICE INCREASE PRIOR TO THE CITY PAYING THE PRICE INCREASE.
- F.
- G. In demolition of any structure, 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 demolition site. The Director of Planning, Engineering & Permits or his representative may direct certain remedial procedures in the event proper controls are not exercised.
- H. The successful bidder shall be entitled to the salvage value of the buildings or structures demolished; therefore, any bid shall give credit for such values, if any, and shall be a net bid stating the net amount to be paid by the City. There shall be no on-site salvaging of demolition material to cause a delay in the demolition process, salvage material shall be processed off site.
- I. NOTE: The City cannot protect against fire, vandalism, theft or other hazard which may affect the salvage value and makes no warranty in that regard.
- J. Downed/fallen trees anywhere within the property line boundaries are to be removed. Contractor is required to remove tree's stump in an approved and acceptable manner if stump is within the property line boundaries.
- K. Demolition of structures located on an inclined grade will mandate the use of silt screening to control erosion after the surface is graded in accordance with the "Soil Erosion and Sediment Ordinance of the City of Birmingham" as on file in Department of Planning, Engineering and Permits. Graded area is required to be seeded and covered with hay.
- L. If a contractor plugs the sewer and the structure is removed from the contractors List to Demolished Structures for any reason, the City will allow payment in the amount of \$500.00 per sewer plug.
- M. Each structure awarded for demolition will include the building description, legal description, street address, size of the structure and the total cost for the complete demolition as defined by this bid document. No additional cost will be considered or allowed for each given site.

All bids submitted must be accompanied by \$5,000.00 in the form of a cashier's check, certified check or acceptable bid bond (no cash or personal checks) in the name of the bidder and made payable to the City of Birmingham. Failure to provide this bid bond with the bid **will render the bid non-responsive**, and it will receive no further award consideration. 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 successful bidder fail to accept the award, the bid bond or check shall be forfeited.**

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INVITATION TO BID – *Continued*

INSURANCE

For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (20-00) 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.

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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 carries 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 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.

Bidders will be required to provide evidence that the sewer was plugged/capped and obtain Demolition permits from Planning, Engineering & Permits Department within twenty (20) days of receipt of purchase order. Failure to comply will result in forfeiture of Performance Bond and contract will be re-awarded.

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INVITATION TO BID – *Continued*

Any structure that has not been demolished and a repair permit or a demolition permit has been issued for its repair or demolition prior to work being started by the demolition bidder will be cause for the purchase order or any item(s) on a purchase order to be cancelled and made null and void and the City will not pay for the demolition. The City reserves the right to cancel purchase order(s) or remove any structure(s) from a purchase order at any time for any reason. Any questions concerning the location of houses should be directed to the Demolition Section of Planning, Engineering & Permits.

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 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 bidder’s goods and/or services. By acceptance of the City’s purchase order(s), the successful bidder agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

After all structures in a group have been completed, including disposal of all structural materials, man-made debris and junk, basements filled, lot leveled to grade, compacted / tracked with equipment, seeded and covered with hay, the bidder shall call the Demolition Section for final Demolition Lot Clean Up inspection.

NOTE: Do not contact the inspectors for final Demolition Lot Clean Up inspection until all clearing, hauling, leveling of lot to grade, compacted / tracked with equipment, seeded and covered with hay has been completed.

Bidder must have a purchase order from the City of Birmingham stating the specific address for each structure to be demolished before starting any work under this contract. Any work started by the bidder prior to receipt of a purchase order is at the bidder’s own risk and expense. The City will not pay for any work unless a purchase order was issued before the work was initiated.

The purchase of the services covered in this Invitation to 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.

Should the contract be terminated for any reason, City reserves the right to re-award the city-wide bid to the next low available bidder or to one or more of the remaining contractors for the duration of the contract term at their original bid price or unit price bid, whichever is lower.

It is the City’s intent to award city wide to multiple contractors.

Indemnification: Bidder(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 Bidder, hereafter a Bidder Representative”) that arises out of, relates to, results from, or is attributed to any of the following: (a) the performance or failure of a Bidder Representative to perform its obligations hereunder; (b) any conditions in or about the work sites that the Bidder or any Bidder Representative may encounter; or (c) the use or occupancy of the work sites by Bidder or any Bidder Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Bidder 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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710 NORTH 20TH STREET
P-100 CITY HALL
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OFFICE: (205) 254-2265 / FAX: (205) 254-2484

MELINDA A CUNNINGHAM, SENIOR BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

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INVITATION TO BID – Continued

SAFETY: The successful bidder (“Bidder”) warrants that it has inspected, or will inspect, the work sites before performing the services and work contemplated hereunder (“services”). Bidder(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Bidder(s) 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. Bidder(s) 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 Bidder(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Bidder(s) 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.

NOTE: Do not contact the inspectors for final inspection until all clearing, hauling, leveling of lot and seeding covered with hay has been completed. Only Condemnation Inspectors of Planning, Engineering & Permits are authorized to inspect the cleared lots. **No payment will be made to the bidder until all the lots are cleared, debris hauled away, lot leveled, compacted / tracked with equipment and seeded and covered with hay in accordance with the requirements set out herein, and after the applicable inspector’s approval.** Turn each completed group in for payment as soon as finished with appropriate weigh tickets. This will expedite the final inspection process. All inspections will be made on a first come, first serve basis.

BIDDERS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE PUBLIC WORKS DEPARTMENT TO PICK UP. Bidders are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided along with contractor’s invoice for payment.

Any bidder determined to be dumping or disposing of debris in an illegal manner from any demolition or construction site or maintaining any unauthorized solid waste landfill or dump in violation of federal or state law, Alabama Department of Environmental Management Regulations or City of Birmingham Ordinances will be declared a non-responsible and forfeit all rights to any existing city contracts and will not be considered for future awards for thirty-six (36) months from the date of determination.

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BID FORM

In order for any bid award to be considered a certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00 must accompany the bid. No cash or personal/company checks will be considered acceptable. BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.

Submitted below is my firm bid for annual contract demolition and clearing the premises of debris, for the City of Birmingham, in accordance with the invitation to bid and specifications dated JUNE 28, 2023. I understand that my company's address as I have furnished on this bid form, is the address that will be used by the City for any and all correspondence with me unless and until the City is notified in writing of a change. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

**GROUP 1
(BIDDER MUST PROVIDE COMPLETION TIME FOR GROUP.)**

2900 BESSEMER RD ENS 35208	\$
4401 7 TH AVE WYL 35224	\$
2304 AVENUE E 35218	\$
512 8 TH ST W 35204	\$
1705 BESSEMER RD 35208	\$
GROUP 1 GRAND TOTAL	\$

GENERAL CONTRATOR'S LICENSE NO. COMPLETION TIME

I will use _____ (ADEM CERTIFIED LANDFILL) for disposal of all debris generated by the performance of this contract.

Bidder/Offeror must state or certify the following regarding illegal disposal of solid waste in The State of Alabama:

- A.) Have Have Not any Judgement(s)
- B.) Have Have Not any Consent Order(s)
- C.) Have Have Not any Pending Enforcement Action(s)
- D.) Have Have Not any Litigation

Should you have any action(s), documentation must be submitted with your bid response providing information on each action(s).

The City of Birmingham reserves the right to verify provided certification with appropriate State agencies.

NAME OF YOUR COMPANY _____

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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, 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 consulting agreement been convicted of or had a 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of 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 of any of the offenses enumerated in Paragraph (b) above; and
- d) Have Have Not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The City of Birmingham does not provide DUNS numbers.*

Vendor Authorized Signature

Date

Typed or Printed Name

Bid No.

DUNS Number

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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 demolition services, and everything contained herein is warranted by the bidder to be true.

DATE

NAME OF COMPANY

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

NOTARY PUBLIC

MY COMMISSION EXPIRES

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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.

The federal government has changed from the DUNS Number to the Unique Entity ID which is generated by going to SAM.gov.

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.

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

This page must be returned with bid.

UEI _____

 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 (ARO)

 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)** _____
- _____
