

**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**

ARTELIA C. MACON, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

SEPTEMBER 29, 2023
ITB: 24-06

TO:	Prospective Bidders	
INVITATION TO BID NUMBER:	24-06 (A complete copy can be downloaded at www.birminghamal.gov)	
SEPARATE SEALED BIDS FOR:	STORM DEBRIS REMOVAL AND OTHER DISASTER RELATED SERVICES	
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Artelia C. Macon, Principal Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227	
IMPORTANT SOLICITATION DATES		
BID DUE DATE:	BID OPENING DATE:	
Wednesday, October 19, 2023 by 5:00 PM (Central Standard Time)	Thursday, October 20, 2023 at 10:00 AM (Central Standard Time)	
<p>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 Bidding Opportunities). Interested bidders can also contact the Purchasing Office at (205) 254-2265 and request a copy be mailed to you.</p> <p align="center">BID OPENING WILL BE HELD AT: Purchasing Division 710 North 20th Street P-100 City Hall Birmingham, AL 35203-2227</p>		
<p><u>TELEPHONE INQUIRIES – NOT ACCEPTED</u> 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 Artelia Macon at artelia.macon@birminghamal.gov.</p> <p>Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date.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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
PUBLISHED: Alabama Messenger 09/30/2023		
RELEASED BY:		
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INVITATION TO BID

Sealed bids marked “**Storm Debris Removal and other Disaster Related Services**”, 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 **WEDNESDAY, OCTOBER 19, 2023**. **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 10:00 a.m. on THURSDAY, OCTOBER 20, 2023.

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.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

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

TERM OF CONTRACT

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

INTERPRETATION and 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 that any bid 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, your bid must be accompanied by an acceptable bid bond or check in the amount of \$5,000.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

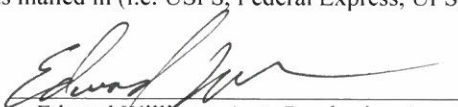
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion, or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

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

All bids are to be submitted on the bid form provided and all bids are to be F.O.B Birmingham, Alabama delivered.

The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked “**STORM DEBRIS REMOVAL AND OTHER DISASTER RELATED SERVICES**”, **5:00 p.m., 10/19/2023.**” 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, Asst. Purchasing Agent

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INVITATION TO BID (CONT'D)

GENERAL

The City of Birmingham is seeking bids for **Storm Debris Removal and other Disaster Related Services**. The City intends to award to the lowest priced responsive and responsible bidder. The proposed contract shall extend for a minimum time frame of twelve (12) months, with the option to renew for a second and third year.

SCOPE OF WORK

The scope of these Storm Debris Removal and Other Disaster Related Services is limited to the City of Birmingham jurisdictional boundaries. The emergent services include the identification, removal, and proper disposal of vegetative, construction, demolition, and municipal solid waste debris resulting from snow, wind, ice, flood, tornado and/or hurricane storms.

The City desires to receive sealed bids from contractors interested in sorting, removing, and transporting storm debris, demolishing damaged structures, and otherwise clearing storm debris from private or public properties in the City. The storm debris removal work performed on private or public properties is eligible under FEMA guidelines for the City to receive reimbursement via grants payable to it pursuant to the Program. Eligible work must be performed pursuant to applicable federal regulations, guidelines, and standards for such activities on private properties, including, without limitation, the FEMA Debris Management Guide- FEMA 325- July 2007, FEMA Disaster Assistance Policy 9523.13- Debris Removal from Private Property, FEMA Disaster Assistance Policy 9523.4 - Demolition of Private Structures, and other applicable FEMA guidelines, as now promulgated or hereafter amended. Contractor agrees to perform all services in compliance with all FEMA and FHWA requirements that may apply to Eligible Work, regardless of whether such requirements specifically are referenced herein. Contractor agrees to execute any amendments, modifications or changes to the contract that may be required by FEMA or other federal authorities to include additional conditions, clauses or provisions related to its performance of the Services.

The City will not compensate the Contractor for Services unless the work it performs is eligible for FEMA reimbursement to the City. The City has identified the areas in the City in which Eligible Work that may be performed. A map depicting the City of Birmingham Jurisdictional Boundaries attached as Attachment II. The City may retain a monitor to coordinate, maintain records, and otherwise manage storm debris removal initiatives throughout its municipal limits related to the subject disaster. Contractor will receive directives from the Monitor concerning which private properties the Contractor may enter, the nature of the Eligible Work to be performed thereon, and otherwise coordinate all Eligible Work with the Monitor. Contractor must receive instructions to proceed from the Monitor or other authorized City representative before commencing any Services on private properties.

Disposal services related to private properties requires, among other conditions, the execution of Right of Entry forms executed by the property owners (ROEs). The City or its Monitor will be responsible for securing ROEs, for determining that the owner will not receive duplicate benefits from multiple sources, and otherwise securing pre-authorization from FEMA and the property owners to proceed with work on private properties, (if that pre- authorization is required).

Contractor first will perform debris removal work clearing public rights of way then on private properties. That work will entail clearing all types of debris from roadways, alleys, sidewalks, and lots that have been surveyed before commencing work.

The City may retain a monitor to coordinate, maintain records, and otherwise manage storm debris removal initiatives throughout its municipal limits related to the subject disaster. Contractor will receive directives from the Monitor concerning which private properties the Contractor may enter, the nature of the Eligible Work to be performed thereon, and otherwise coordinate all Eligible Work with the Monitor. Contractor must receive instructions to proceed from the Monitor or other authorized City representative before commencing any Services on private property.

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INVITATION TO BID (CONT'D)

SCOPE OF WORK (CONT'D)

Contractor will sort debris that it collects from private or public property into the following four categories of material: **(i)** vegetative debris (trees, limbs, stumps, etc.); **(ii)** household hazardous waste, and any other designated hazardous waste; **(iii)** other recyclable material- i.e., any material that is not Vegetative Waste or Hazardous Waste (including paper, plastic, metal, cardboard, wood, concrete, bricks, glass, construction and demolition, tires, electronic waste, small engine equipment, white goods and recyclable metal material. Further, in the event the Contractor encounters Hazardous Waste performing Eligible Work on private or public properties (including when demolishing standing structures on private property), Contractor is obligated to handle all such Hazardous Waste (including household hazardous waste and asbestos containing materials) in accordance with applicable federal, state and local regulations, properly document those operations, and transport such Hazardous Waste to an ADEM-certified landfill for disposal site that is not located within the City limits or managed by the City. Contractor further is responsible for tipping fees and all other related costs associated with such disposal of Hazardous Waste.

Contractor will sort and collect all eligible debris on the private or public properties and relocate all such debris to remote disposal sites specified in this provision. The Contractor first will perform Eligible Work on private or public properties and sort the debris into Vegetative Waste, Recyclable Metal Material, all other recyclable material, and Hazardous Waste. Contractor then will load, transport, and haul all Vegetative Waste to one of the following four authorized disposal sites:

1. Matter Management, 1400 Porter Road, Sylvan Springs, Alabama 35218
2. Waste Management – Fultdale Landfill, 3111 Five Miles Creek, Fultdale, Alabama, 35068
3. Big Sky Environmental, 5100 Flat Top Road, Adamsville, Alabama 35005
4. Mt. Olive Landfill, 101 Mary Buckelew Parkway, Gardendale, Alabama 35071

Contractor is responsible for tipping fees associated with such disposal. Further, all Recyclable Metal Material is to be loaded, transported, and hauled, to SA Recycling, LLC. 2020 Vanderbilt, Birmingham, Alabama 35234. All other recyclable material is to be loaded, transported, and hauled to the City's New Georgia Landfill, 2500 47th Avenue North, Birmingham, Alabama 35217. Contractor is to transport the Hazardous Waste to an ADEM-certified disposal site that is not located in the City or managed by the City. The Contractor charge for clearing and transporting the respective types of debris is included in the unit price on the Bid Form. The Vegetative Waste unit bid price is to be based on a price per ton (Trees) and cu. Yd. (stumps); Recyclable Metal Material unit bid price is to be based on price per ton; other Recyclable Material unit price is to be based on price per ton, and Hazardous Waste material unit price bid is to be based on a price per ton.

The City has identified the areas in the City in which Eligible Work that may be performed. A map depicting the City of Birmingham Jurisdictional Boundaries is attached as Attachment II. The City will not compensate the Contractor for Services unless the work it performs is eligible for FEMA reimbursement to the City.

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

CONTACT

Questions regarding procurement should be address in writing to Artelia Macon, Purchasing Division, either by fax, (205) 254-2484, or by email, artelia.macon@birminghamal.gov between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday.

AWARD

The contract shall become effective from the date noted in the Notification of Award letter which will be mailed to the successful bidder. The award of any item specified with options will be made based on the base bid or alternate bid or any combination of the two.

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INVITATION TO BID (CONT'D)

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.

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.

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 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.

E-VERIFY

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

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

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. The bonds will cover the demolition of houses/structures as they are awarded to the contractor over the life of the contract, but the maximum total value of the bonds will not exceed \$50,000.00 performance, \$50,000.00 Labor and Material. Bonds must be presented to the City within ten (10) days of notice of award and prior to the commencement of any work.

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.

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INVITATION TO BID (CONT'D)

ADDITIONAL PURCHASES

The City has attempted to list all items for “**STORM DEBRIS REMOVAL AND OTHER RLEATED SERVICES**” required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types.

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 requires, 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.

REDUCTION IN COST

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

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

NON- DISCRIMINATION POLICY

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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INVITATION TO BID (CONT'D)

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.

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.

SINGLE BID

If a single bid response is received for this ITB, the City reserves the option to award or negotiate for a lower price with the rejected Bidder and other Bidders by means of sealed quotes, upon department approval. 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.

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 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).

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.

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.

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.

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INVITATION TO BID (CONT'D)

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.

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-RESPONSIVE BIDDER

Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months.

TERMS OF PAYMENT

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.**

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.

WARRANTY

Successful bidder shall fully warrant all material and equipment furnished under the terms of this bid against poor and inferior quality, for a period or not less than one (1) year from date of the final acceptance by the City. While under warranty, successful bidder shall repair or replace inoperable material or equipment in a timely manner to minimize the disruption of the City's operation. **PLEASE ATTACH A COPY OF YOUR WARRANTY AS PART OF YOUR BID SUBMISSION.**

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. To ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

CITY OF BIRMINGHAM
DEPARTMENT OF PUBLIC WORK
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.**

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INVITATION TO BID (CONT'D)

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 General Accounting divisions of the City of Birmingham.

REQUIREMENTS

The bidder must be able to provide documentation to demonstrate the entity has been in business for a minimum of five (5) years prior to the date this bid is submitted and have experience removing debris and performing Eligible Work.

Due to the urgent nature of the services to be performed and the short time frame between the bid opening and bid award, Contractor must submit the information requested herein with its bid in order for City to evaluate the relative responsibility of the respondents:

- a. **Summary of Qualifications:** Provide a description and history of the firm which summarizes bidder's experience in all aspects of emergency debris management (reference resources, operations, planning, contract management, accounting systems, and knowledge and experience with reimbursement programs).
- b. **Past Projects:** Provide a table of Past Projects, including cubic yards (CY)/tons of debris removed, dollar value of contract, and contact information for the client.
- c. **FEMA Reimbursements:** Describe your experience and understanding of FEMA funding, performance of Eligible Work, and completion of services in such manner that a local governing body may be reimbursed for the services requested here.
- d. **Environmental Requirements:** Describe your experience and understanding of environmental requirements. This must include handling and disposal of Hazardous Waste (including asbestos containing materials). Contractor or subcontractor (if used) must submit evidence of proper certification to handle asbestos related materials.
- e. **Solid & Hazardous Waste:** Describe your experience and understanding of Solid & Hazardous Waste Management.
- f. **Equipment:** Provide a list of Contractor owned debris removal equipment, along with evidence of ability to lease or obtain additional equipment if necessary.
- g. **Litigation Summary:** Provide a list of all claims, arbitrations, administrative hearings, and lawsuits brought by any past clients against your company or firm during the last five (5) years (give explanations where possible).
- h. Provide a list (by name) of all permanent workers currently employed and available for this contract, along with evidence of ability to obtain additional manpower if necessary.
- i. A certificate of insurance documenting current general liability insurance coverage (either primary or 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 with \$2,000,000.00 umbrella coverage and shall include, but not limited to, personal injury, property damage, vandalism, property loss and theft. Bidder shall also have automobile liability insurance with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00. Bidder shall carry Workman's Compensation coverage in an amount adequate to comply with statutory requirements. The City's ITB number (24-06) must appear on any/all copies of the certificate of insurance, except for Workman's Compensation.

Such insurance policies shall name the City of Birmingham as an additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) days' notice in writing prior to cancellation or change of coverage provided by said policies. Successful bidder is also required to include the City's bid number on the evidence of insurance. Insurance shall be through companies authorized to do business in the State of Alabama.

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ARTELIA C. MACON, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

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INVITATION TO BID (CONT'D)

REQUIREMENTS (CONT'D)

- j. A notarized affidavit and warranty (see Attachment 1).
- k. A listing of any/all subcontractors you plan to use along with the percentage of work to be performed by each. Any additional subcontractors that Contractor desires to retain after award must be approved by the City.

The City may use its own crews in its Public Works Department as part of the debris removal process on the public right of way. Contractor agrees to coordinate its operations with those of the City's crews, or any other City contractor, participating in the cleanup and removal process at or near the private or public properties on which Eligible Work is performed.
- l. The successful Contractor, at its own expense, shall furnish all management, supervision, labor, supplies, equipment, and machinery necessary to accomplish efficient and effective removal and disposal of all eligible debris from designated private or public properties in the City.
- m. Contractor warrants that it will perform its Services in a good and workmanlike manner consistent with industry standards for such operations.
- n. **Safety:** Contractor is solely responsible for training its personnel to complete the Services in a safe and workmanlike manner.
- o. The successful Contractor warrants that it has inspected or will inspect the work sites before performing the Services. Contractor will further warrant 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. Contractor is exclusively responsible for performing services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Contractor 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 sites, or under the care, custody or control of the Contractor or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Contractor 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.
- p. **Equipment:** The Contractor is responsible for ensuring all loading and transport equipment complies with applicable federal state and local laws and regulations. The Contractor shall inspect all equipment prior to use.

The Contractor shall not use metal-track equipment on the public Right of Way during the course of its operations, unless approved by the City Monitor or other City representative.

Prior to commencing debris removal operations, the Contractor shall present to the Monitor or other City representative all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Measurements will be made jointly by the Contractor and the monitor or other City representative. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The City may, at any time, request that the trucks be re-measured. Maximum volumes may be rounded to the nearest cubic yard (<18.5 CY = 18 CY - >18.5 CY = 19 CY). The Contractor shall notify the City each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City.

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INVITATION TO BID (CONT'D)

REQUIREMENTS (CONT'D)

- q. **Bonds:** The successful Contractor will be required to furnish a Performance Bond in the amount of \$500,000.00, a Statutory Labor Bond and Material Payment Bond in the amount of \$500,000.00 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, or an irrevocable bank letter of credit, subject to inspection and acceptance by the City. Letter of credit must be valid for the entire duration of the contract plus an additional six (6) months from date of contract completion or termination. Bonds/letter of credit must be presented to the City within twenty-four (24) hours of notice of intent to award and prior to the commencement of any work.
- r. **Indemnification/Damage to Private or Public Property:** Contractor shall defend, indemnify, and hold harmless the City of Birmingham, the State of Alabama, and the United States of Alabama, and their respective 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 Contractor, hereafter a "Contractor Representative") that arises out of, relates to, results from, or is attributable to any of the following: **(a)** Contractor's performance or failure to perform its obligations hereunder; **(b)** any conditions in or about the work sites that the Contractor or any Contractor Representative may encounter; or **(c)** the use or occupancy of the work sites by Contractor or any Contractor representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

A significant portion of the project will occur in residential areas. The Contractor should exercise due care to minimize any damages to trees, shrubs, landscaping, and general property that is not the subject of Services. The Contractor shall repair any damages caused by the equipment in a timely manner at no expense to the City. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project. Contractor shall notify the City of damages immediately.

Notwithstanding that the owner has authorized Right of Entry to his property, Contractor acknowledges that it is solely responsible for all damage to conditions and improvements on that property (including, slabs, sidewalks, driveways, landscaping, septic tanks, private streets, or roads, etc.) that do not constitute Eligible Work within FEMA regulations ("Owner Property Damage"). Contractor agrees that it will indemnify, defend, and hold harmless the City, the

State of Alabama, and the United States of America, and their respective officers, agents, and employees from any claims, demands, expenses or actions for such Owner Property Damage, including Owner Property Damage claims resulting from the negligence in whole or part of the City or its representatives, but excluding such Claims caused by the sole negligence or willful misconduct of the City or its representatives.

The Contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure and adjacent rights of way ("ROWs"), including all curbs, street surfaces and landscaped areas. Contractor acknowledges that it is solely responsible for any and all damage to City's infrastructure that it accesses or uses in the performance of Services, regardless of whether such damage does or does not constitute Eligible Work within FEMA regulations and whether the City has authorized Contractor's access to the public street or ROWs ("City Property Damage"). The Contractor shall repair any such damages to City's infrastructure caused by the Contractor's equipment in a timely manner at no expense to the City; provided that Contractor shall not be obligated to reimburse the City for City Property Damage resulting from the negligent or willful acts of the City or its other representatives.

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INVITATION TO BID (CONT'D)

REQUIREMENTS (CONT'D)

If Contractor has information that any process, article, property, or item used in its operations infringes on a patent or a copyright, it shall promptly provide such information to City. Contractor shall pay all royalties and license fees related to its use of those articles. Contractor shall hold and save the City, the State of Alabama, and the United States of America (and their respective agents and employees) harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of its operations.

Contractor acknowledges and agrees that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its improper handling, disposal or hauling of materials.

- s. **Compensation:** The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster or storm damage, or that does not qualify as Eligible Work in the Jurisdictional Boundaries; provided that, compensation shall be payable if the Monitor directs Contractor to perform work in the Additional Damage Areas.

Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at its sole expense and risk.

On a bi-monthly basis, Contractor may submit invoices for services rendered and completed in compliance with its obligations hereunder. In no event will Contractor submit an invoice for Services rendered over a period that is greater than thirty (30) days. Invoices must reference the applicable contract number and contain supporting information required by FEMA and other federal authorities for work of the nature undertaken by Contractor. City agrees to pay Contractor within thirty (30) days after it submits a complete invoice. If the City disputes any charges or items, Contractor will be paid for those items not in dispute.

City agrees that its obligation to pay Contractor for services that it satisfactorily performs is not contingent upon the City being reimbursed by any Federal or State agency.

Contractor agrees that the City has the right to deduct from the total amount of consideration to be paid 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.

The amounts bid by Contractor include all use, lease or other taxes, and all expenses for personnel and equipment (including fuel), that Contractor will incur to provide Services. Unless otherwise agreed in a writing signed by both parties, the compensation payable by the City is limited to the amount set forth in the Bid Form. The City will not pay any other sum attributable to taxes, costs, or expenses that Contractor may incur in providing Services.

For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the City's authorized agent may retain a percentage of said payment, not to exceed 10% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the City's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause. Any liquidated damages should be equal to daily monitoring costs and other costs incurred by lengthening the contract duration.

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INVITATION TO BID (CONT'D)

REQUIREMENTS (CONT'D)

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty (30) days of the certification of completion of the project by the City's authorized agent, provided the Contractor has completed filing of all contractually required documents and certifications with the City's authorized agent, including acceptable evidence of the satisfaction of all claims or liens and receipt of lien waivers from all subcontractors retained by Contractor.

- t. **Dispute Resolution:** In the event that any dispute arises between the parties concerning the Services, the respective representatives at the operational level will engage in good faith negotiations and attempt to resolve that dispute within 45 days after it arises. In the event those negotiations are unsuccessful, the dispute thereafter will be escalated to senior level representatives of the parties, and those senior managers will in good faith seek to resolve the dispute within thirty (30) days after such matter is escalated. If the dispute is not resolved at the senior level, it shall be litigated in a court in Jefferson County, Alabama having appropriate jurisdiction to adjudicate that dispute.
- u. **Term:** The contract contemplated hereunder shall remain in effect for one (1) year, with an option for both parties to extend for two (2) additional periods of one year each. It shall become effective when the last of both parties executes a contract containing these terms stated herein and otherwise agreed. That contract may be terminated prior to the expiration of its term for either of the following reasons:
- v. **Recordkeeping:** Contractor shall provide and submit to the City, all reports and documents as may be necessary to adequately document its performance of this contract, including, without limitation, all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by anyone with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related requirement of regulatory agencies.

Contractor acknowledges that any payments made by the City for Services are intended to be eligible for reimbursement by FEMA under the applicable federal legislation.

Contractor will maintain accurate, complete, and sufficient records to document its use and expenditure of the funds relative to its Services. The City, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, may, at reasonable times and places, audit the books and records of Contractor related to the Services. At the request of the City, City, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives Contractor shall furnish (at its own cost) to the City's Director of Finance, at a time and place designated by the City, all books and records, accounts, statements and other documents as needed by the City, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives to conduct a financial and/or operational review, audit, examination, excerpt or transcript of Contractor's operations and/or finances in connection with the Services. Contractor also agrees to furnish (at no cost to the City) to the City's Director of Finance any and all information which may be requested regarding the use and expenditure of any funds received by Contractor as a result of the Services and contemplated contract. If Contractor refuses to honor the City's request for an audit or for such information within ten (10) days, such failure shall constitute an event of default under the contract.

All pertinent books, accounts, or other records accumulated by Contractor in connection with the Services shall be retained for three (3) years from the later of termination of the contemplated contract, the completion of the Services or any final payment made to Contractor. If any audit, claim, or litigation is begun concerning the contract or the Services before the expiration of the three (3) year period, Contractor shall retain the records until the three (3) years following the resolution of all litigation, claims, or audits involving such records. The City's right to audit pursuant to this shall survive the termination of the contract.

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INVITATION TO BID (CONT'D)

REQUIREMENTS (CONT'D)

- w. Termination for Cause: In the event Contractor fails to perform a material obligation under the contract and does not remedy that deficiency within fifteen (15) days following written notice thereof from the City. The City's right to terminate for Contractor's breach is non-exclusive and does not bar the City from pursuing its other available remedies that arise from such breach. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to the right to pursue any process necessary to recover against any surety bond securing the performance of the contract. Further, if city institutes any legal action to remedy any default by Contractor and City prevails in that action, Contractor agrees to pay City its reasonable attorney's fee incurred in enforcing its rights hereunder.

- x. Termination for Convenience: This contract may be terminated for convenience by the City at any time by providing written notice to Contractor. In the event it is terminated for convenience, the City shall be obligated to pay Contractor for all services and for other work that is performed by 6:00 P.M. on the day following Contractor's receipt of the City's notice of termination.

DEBRIS ELIGIBILITY AND REMOVAL SPECIFICATIONS

Eligible debris is considered all disaster related debris, and meets the criteria below:

The debris must present an IMMEDIATE HEALTH & SAFETY threat to the general public or to the users of an eligible facility, and

The debris must be the legal responsibility of the eligible applicant.

The Contractor is responsible for complying with all FEMA debris disaster eligibility policy and guidance, including current or future FEMA policy and guidance.

Tree Eligibility: A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or greater; and one or more of the following criteria are met:

- a. It has more than 50 percent of the crown damaged or destroyed;
- b. It has a split trunk or broken branches that expose the heartwood;
- c. It has fallen or been uprooted within an eligible-use area; and/or
- d. It is leaning at an angle greater than 30 degrees.
- e. Dangerous tree hangers two inches or greater in diameter are also eligible.
- f. An uprooted tree on eligible property with 25 percent or more of its root ball exposed shall be removed in its entirety, and the stump hole shall be backfilled by the Contractor or applicant with compatible material.
- g. Standing dead trees may be eligible for removal. The City Monitor or other City representative will make the eligibility determination for tree removal.
- h. Trees on private property which lean toward the road, which are at risk of falling and are of sufficient size to threaten the roadway or will fall across a fence line, may be removed.
- i. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Contractor must provide a cost analysis showing cost effectiveness.

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INVITATION TO BID (CONT'D)

ADDITIONAL SPECIFICATIONS

1. **Construction & Demolition of Private Standing Structures:** This debris from designated private properties is eligible for removal pursuant to FEMA guidance. The parties contemplate that the Contractor will demolish all structures on private property that are authorized by the Monitor and are eligible for removal pursuant to FEMA Disaster Assistance Policy 9523.4 -Demolition of Private Structures, or other applicable FEMA guidelines. These structures must be unsafe and pose an immediate threat to public safety
2. **Stumps:** The Contractor will be responsible for conducting all stump removal operations in accordance with FEMA guidance and policy, including any future modifications to disaster policy or guidance.

The City or its Monitor will make all eligibility determinations concerning stump removal. When a disaster event uproots a tree or stump (i.e., 25% or more of root ball is exposed) on an eligible private property and the exposed root ball poses an immediate threat to life, public health, and safety, and approved by the City for removal, the contractor will remove and dispose of the debris and backfill the hole created. This applies only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground and is approved in advance by the City).

The Contractor will be responsible for providing documentation and photographs to the City that establishes the location of the stump on private property, and specific information on its threat, stump diameter (measured two feet up the trunk from the ground), quantity of material to fill the hole, and any special circumstances.

The Contractor will be paid for extraction, transport, and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, as such stumps do not require special equipment.

Stumps with less than 25% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

3. **Removal of Motorized Vehicles:** Contractor shall be responsible to make arrangements to collect, load and transport any automobiles, RVs or other titled or untitled motor vehicles or boats (collectively, "Motorized Vehicles") that are authorized by the Monitor and eligible for removal from the private properties to an address to be provided by City that lies within its limits. Contractor agrees and warrants that, following transportation to the above address, the Motorized Vehicles will be in substantially the same condition at the delivery point as when first collected and encountered by Contractor on the private property. Address at which Motorized Vehicles will be delivered will be at location in City limits of Birmingham to be designated by City; City, at its election, may collect and dispose of inoperable Motor Vehicles found on private properties pursuant to its laws and regulation. Contractor acknowledges that the City, at its election, may collect and dispose of inoperable Motor Vehicles found on private properties pursuant to its laws and regulations.

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INVITATION TO BID (CONT'D)

ADDITIONAL SPECIFICATIONS (CONT'D)

4. Miscellaneous Procedures:

- A. Before commencing the work, the Contractor shall document the current conditions of all roadways, sidewalks, and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the City shall be present during this inspection. The Contractor shall provide photographic and/or video documentation of the condition of work sites before beginning work, and that documentation shall be submitted to the City.
- B. The Contractor shall remove all debris and leave the sites from which debris is to remove in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when site is in a clean and neat condition will be at the reasonable judgment of the City, its Monitor or other representative. Contractor will not be allowed to "cherry pick" debris.
- C. Procedures if Contractor Encounters Sensitive or Valuable Materials.
 - 1. The Contractor shall not remove or disturb any human remains. If human remains are encountered at a site during its activities, all work at that site shall be stopped. The Contractor shall immediately notify:
 - a. The Contracting Officer or designated Representative
 - b. Local Law Enforcement
 - c. City Representative
 - 2. If the Contractor encounters animal remains, the remains shall be secured onsite, and work may continue. The Contractor shall immediately notify:
 - a. The Contracting Officer or designated Representative
 - b. City Representative
 - 3. If the Contractor encounters ammunition, weapons, or explosives on site or during the removal activities, all work shall be stopped in the adjacent area. Work may continue in other areas on site. The Contractor shall immediately notify:
 - a. The Contracting Officer or designated Representative
 - b. Local Law Enforcement
 - c. City Representative
 - 4. If the Contractor encounters valuables, such items shall be secured onsite, and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall Contractor employees keep any found items for souvenirs or other uses. The Contractor shall immediately notify:
 - a. The Contracting Officer or designated Representative
 - b. City Representative

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INVITATION TO BID (CONT'D)

ADDITIONAL SPECIFICATIONS (CONT'D)

5. Hauling of Debris:

- A. Contractor must provide copy of all weigh tickets/tipping tickets for each load of material that is transported and disposed of in connection with this contract. Contractor must state in writing on each weigh ticket/tipping ticket the location from which the debris was removed. Payment will be made based on the price per cy or ton (as indicated on the bid form) for each category multiplied by the number of cy or tons disposed of. Copy of weigh ticket/tipping tickets must accompany invoices submitted by the Contractor.
- B. All loads hauled by Contractor properties on which Services are performed to remote locations shall be full and well compacted.
- C. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.
- D. The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

The hauling standards set forth in this provision are inapplicable to transportation of Titled Personal Property.

COMPLIANCE WITH LAWS AND REGULATIONS:

The Contractor shall maintain debris work sites and perform all Services in accordance with applicable standards and requirements of all Federal, State, and local authorities, including, without limitation, any requirements for dust control.

Contractor acknowledges, represents, and warrants to the City that it is familiar with all laws relating to collection, disposal and transportation of the materials, structures and other property contemplated herein, and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State, or local authorities.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the City's Representative and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with City and OSHA standards.

The Contractor shall be responsible for contacting Alabama Line Locate and any other utility company for the purpose of identifying utility lines and components in advance of work. Repair of damages to utility lines and components are the responsibility of the Contractor.

The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations. Copies of all documentation granting approval shall be provided to the City.

Before commencing its services, Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to perform its services, including without limitation, a business license issued by the City, and any permits required by the EPA or the Alabama Department of Environmental Management, if any, that relate thereto (collectively, "Licensing"). Contractor further agrees to maintain that Licensing and comply with the terms of all such licenses or permits, throughout the term of the Agreement.

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**ARTELIA C. MACON, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT**

**SEPTEMBER 29, 2023
ITB: 24-06**

INVITATION TO BID (CONT'D)

COMPLIANCE WITH LAWS AND REGULATIONS (CONT'D)

Additionally, pursuant to 44 CFR Part 13.36, Contractor acknowledges and agrees that it will comply with the following:

1. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60);
2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
3. The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5);
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Additionally, pursuant to 44 CFR Part 13.36, Contractor acknowledges and agrees that it will comply with the following (cont'd):
5. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163. 89 Stat. 871) and
7. Applicable provisions of the Americans with Disabilities Act.

PRIORITY/SCHEDULING OF WORK/PROHIBITED ACTION

Scheduling of work will be coordinated and approved by the Monitor or other City representative. Contractor acknowledges that the City will establish the priority of the geographic work areas in which Contractor will perform Services. Daily and/or weekly scheduled meeting will be held to determine approved work areas.

Unless otherwise agreed, the parties anticipate that Contractor may perform its operations on private properties and other locations between the hours of 6 am - 7 pm on weekday or weekend.

The Contractor shall not move from one designated work area to another without prior approval from the Monitor or other City Representative.

The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

MISCELLANEOUS

1. The contract contemplated hereunder will be made only for the benefit of the City and Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.
2. Contractor makes the following representations and warranties as additional inducements to the City for it to enter the contemplated contract:
3. Contractor 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.
4. All actions required to be taken by or on behalf of Contractor 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;
5. The execution and performance of the Contract do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Contractor is a party; and

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INVITATION TO BID (CONT'D)

MISCELLANEOUS (CONT'D)

6. The Contractor certifies that it is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts, and that all subcontractors used in the performance of this contract have the same qualifications.
7. Contractor warrants and certifies that it has not employed or retained any firm, entity, or person to solicit or secure its selection to enter into the contemplated 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 thereof. The City, at its sole discretion, may terminate the contemplated contract without liability if Contractor breaches this warranty.
8. Any forbearance or delay on the part of the City in enforcing any of its rights under the contemplated contract shall not be construed as a waiver of such rights, nor waived by the City unless expressly stated in writing.
9. Any amendments or modifications to the contract contemplated hereunder will be in writing and signed by all applicable parties.
10. The contract contemplated hereunder shall be construed under and governed by the laws of the State of Alabama.
11. Successful Contractor shall not assign their award to any other vendor without prior written approval. Awards shall not, under any conditions, be assigned to an unsuccessful vendor who was rejected because it was determined to be a non-responsible vendor.
12. Contractor shall not assign the contract contemplated hereunder, or any of its rights or benefits thereunder, without the express written approval of the City, which consent may be withheld for any reason.
13. The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

(THIS PORTION LEFT BLANK INTENTIONALLY)

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INVITATION TO BID (CONT'D)

NOTARIZED AFFIDAVIT AND WARRANTY:

ATTACHMENT I

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 storm debris removal services, and everything contained herein is warranted by the bidder to be true,

Name of Company _____

Authorized Representative _____

Date _____

Sworn to and subscribed to me this _____ day of _____, 20____.

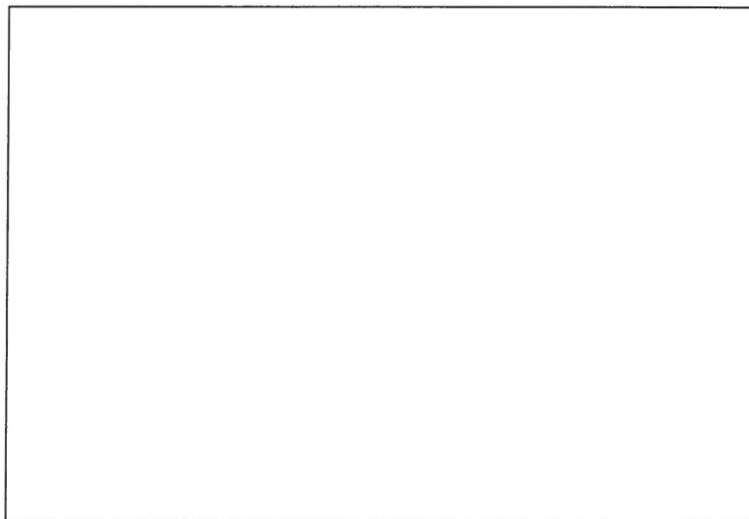
Notary Public _____

State of _____

County of _____

Commission Expiration _____

Affix seal here



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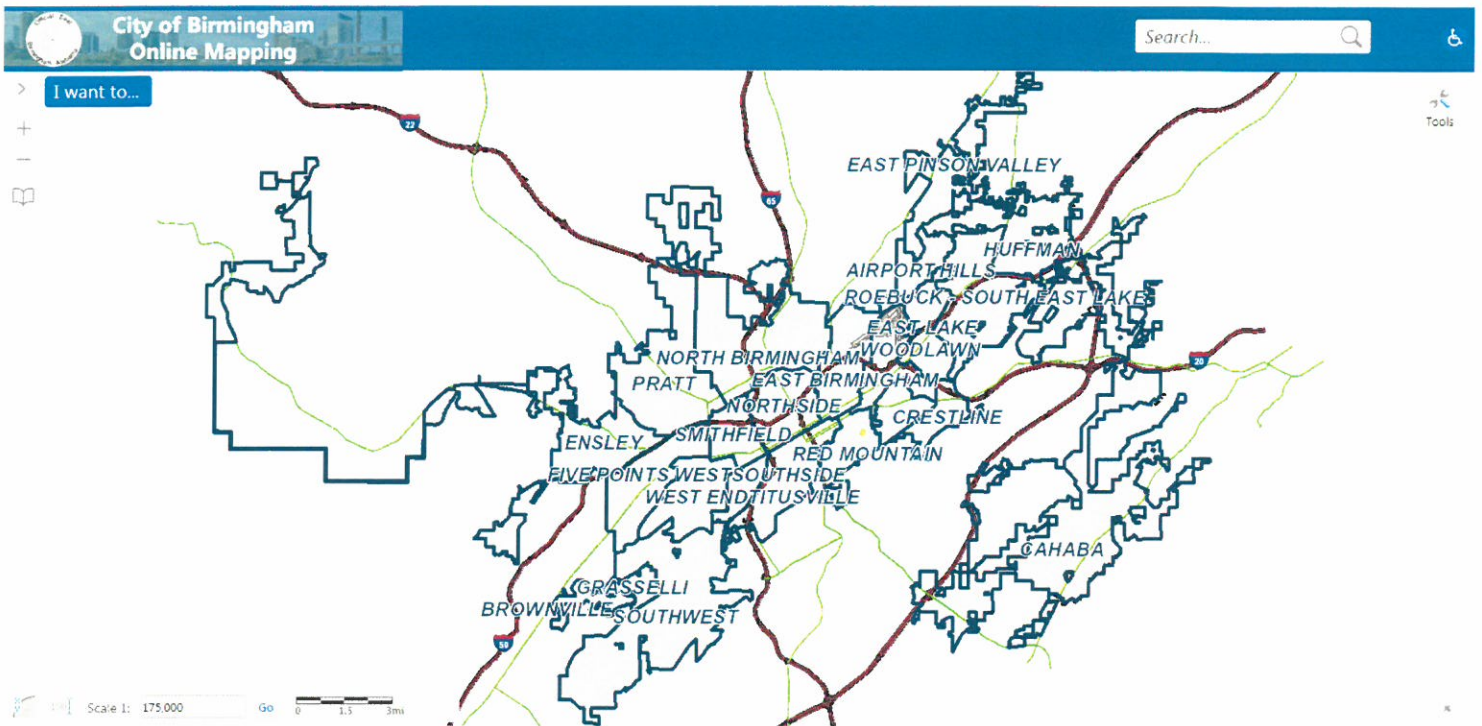
ARTELIA C. MACON, PRINCIPAL BUYER
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INVITATION TO BID (CONT'D)

City of Birmingham Jurisdictional Boundaries

ATTACHMENT II



CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET, P-100 CITY HALL
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A ARTELIA C. MACON, PRINCIPAL BUYER
EDWARD WILLIAMS, ASST. PURCHASING AGENT

SEPTEMBER 29, 2023
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BID FORM

In order for any bid award to be considered your bid must be accompanied by an acceptable bid bond, certified check, or cashier's check in the amount of \$5,000.00. BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.

Submitted below is my firm bid for **storm debris removal and other disaster related services**, for the City of Birmingham, in accordance with the invitation to bid and specifications dated September 29, 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.

(Bidder must use this form. Fill in all spaces.)

#	Description	UOM	Price / cy or ton
Clearing of Storm Debris and Transport			
1	Vegetative Waste (from property to Matter Management, Waste Management, Big Sky Environmental or Mt. Olive Landfill)	per ton	\$
2	Recyclable Metal Material (from property to SA Recycling LLC)	per ton	\$
3	Other Recyclable Material (from property to New Georgia Landfill)	per ton	\$
4	Hazardous Waste (from property to ADEM approved disposal site that is not in City or managed by City)	per ton	\$
5	Total for Handling, Sorting and Transport if Recyclable Metal Material Delivered to SA Recycling, 2020 Vanderbilt Road, Birmingham, Alabama 35234	per ton	\$
Removal of Eligible Trees: Fallen, partially uprooted or split trees as referenced in debris eligibility and removal specifications:			
6	6" to 12" diameter	per tree	\$
7	12" to 24" diameter	per tree	\$
8	24" to 36" diameter	per tree	\$
9	Greater than 36" diameter	per tree	\$
10	Removal of hanging or partially broken limbs (2" or greater in diameter) from trees or limbs hanging over private property	per tree	\$
Removal of Stumps: The removal of hazardous, eligible stumps as referenced in debris eligibility and removal specifications:			
11	24" diameter and up, but less than 36" diameter:	each	\$
12	36" diameter and up, but less than 48" diameter:	each	\$
13	48" diameter and up	each	\$
Removal of Motorized Vehicles (including Boats): eligible motorized vehicles as referenced in debris eligibility and removal specifications:			
14	Car	each	\$
15	Boat	each	\$
16	RV	each	\$
17	Other Motorized Vehicles	each	\$
Demolition of Private Standing Structures: eligible demolition of private standing structures as referenced in debris eligibility and removal specifications:			
18	Per Structure	per sq/ft	\$

NOTE: Vegetative Waste, Recyclable Metal Material other Recyclable Material, and Hazardous Waste are not to be placed on public ROW.

NAME OF YOUR COMPANY _____

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BID FORM CONT'D

#	Description	UOM	Unit Price
Cost of Abatement of Asbestos:			
Type of Material:			
19	Floor Tile Only	(Sq. Ft.)	\$
20	HVAC Tape Insulation	(Sq. Ft.)	\$
21	HVAC Joint Material	(Sq. Ft.)	\$
22	Boiler Block Insulation	(Sq. Ft.)	\$
23	Transite Roofing Shingles	(Sq. Ft.)	\$
24	Transite Panel Siding: Nail or Screw On	(Sq. Ft.)	\$
Size Pipe Insulation with Lagging:			
25	Size 11.5" – 2"	each	\$
26	Size 3.5" – 4"	each	\$
Pipe Fittings:			
27	Less than 6"	each	\$
28	6" and Greater	each	\$
29	Transite Vent Pipe	each	\$

MAXIMUM DISCOUNT:

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

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

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 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 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.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

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

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City of Birmingham Transparency in City Government Disclosure and Certification Form

TRANSPARENCY IN CITY GOVERNMENT DISCLOSURE AND CERTIFICATION FORM

INSTRUCTIONS:

This form must be fully completed by any individual or entity (hereinafter referred to as “Vendor”) seeking to enter into a contract or appointment, provide services, obtain funding or otherwise do business with the City of Birmingham with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts and governmental entities to include City boards and agencies.

Submit completed forms to the appropriate City Department. All questions must be answered. Respond “Not applicable” or “NA” if a question does not apply. Attach additional pages if needed. Completed forms will be submitted to the Birmingham City Council or the appropriate Council Committee along with the Applicant’s proposed contract, appointment and/or funding request.

For purposes of this Form, the following definitions apply:

Family Member of a Public Employee. The spouse, domestic partner or a dependent of the public employee.

Family Member of a Public Official. A spouse, domestic partner, dependent, adult child and his or her spouse, parent, spouse's parents, sibling and his or her spouse, of the public official.

Public Employee. Any person employed by the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

Public Official. Any person elected to public office of the City of Birmingham, whether or not that person has taken office, by the vote of the people, and any person appointed to a position at the City of Birmingham or its instrumentalities, including governmental corporations and authorities.

This Form is a:

New Submission

Update to a Previous Submission

Section 1: VENDOR NAME AND CONTACT:

Vendor’s Legal Name:

Physical Street Address:

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City of Birmingham Transparency in City Government Disclosure and Certification Form

Mailing Address:

Phone Number:

Contact Person:

Section 2: DISCLOSURES

(a) Identify all officers, directors, owners, members, partners and executive management of the Vendor.

(b) (PUBLIC OFFICIAL)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Official of the City of Birmingham or do they have an employment or other business relationship with a Public Official of the City of Birmingham or a Family Member of a Public Official? If "yes", describe any family, employment or business relationship with the Public Official.

Yes Not Applicable

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City of Birmingham Transparency in City Government Disclosure and Certification Form

(c) (PUBLIC EMPLOYEE)

Are any of the persons identified in paragraph (a) above a Family Member of a Public Employee of the City of Birmingham or do they have an employment or other business relationship with a Public Employee of the City of Birmingham or a Family Member of a Public Employee? If “yes”, describe any family, employment or business relationship with the Public Employee.

Yes Not Applicable

SECTION 3. LOBBYISTS, CONSULTANTS & ATTORNEYS:

During the past three (3) years, has Vendor retained, hired or paid any person or entity including, but not limited to, a lobbyist, consultant or attorney, to assist Vendor in obtaining a City contract, appointment or funding? If “yes”, identify by individual name, firm name, address and telephone number any such person or entity.

Yes Not Applicable

SECTION 4: DISCLOSURE OF CONTRIBUTIONS:

During the past three (3) years, has the Vendor provided a campaign contribution, a contribution to a political action committee that provides funding to a Public Official’s campaign or other funding to or performed services for a Public Official, or provided funding to or performed services for an individual or entity, including a charitable entity, at the request of a Public Official or Public Employee? If yes, identify the amount, date and recipient of any campaign contribution or other funding and/or the date, contract amount and nature of services performed.

Yes Not Applicable

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City of Birmingham Transparency in City Government Disclosure and Certification Form

SECTION 5: CONTRACTS WITH THE CITY OF BIRMINGHAM:

Does the Vendor have any existing contracts with the City of Birmingham or contracts which have expired or been terminated within the past three (3) years?

Yes No

SECTION 6: CLAIMS AGAINST THE CITY OF BIRMINGHAM:

Does the Vendor have any pending claims against the City of Birmingham.

Yes No

SECTION 7: GOOD STANDING:

By signing this *Transparency in City Government Disclosure and Certification Form* Vendor affirms that it is current in regard to all required federal, state, and local business, tax and other filing requirements and licensure.

CERTIFICATION:

I, the undersigned, certify that I am authorized to execute this *Transparency in City Government Disclosure and Certification Form* on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Birmingham is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

VENDOR SIGNATURE:

NAME:

DATE:

_ _ / _ _ / _ _ _ _

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**SEPTEMBER 29, 2023
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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).
 (addendum 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)** _____
- _____

