

March 4, 2010

INVITATION TO BID

10-16

Sealed bids for the abatement of weeds and debris/junk from overgrown lots, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., April 1, 2010, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid form via the internet at www.birminghamal.gov (Go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205)254-2265, fax (205)254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, and mailed to only those vendors who were provided a copy in person or by mail.

A certified check, cashier's check or acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of \$500.00 must accompany the bid.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. The City considers affirmative action to eliminate the vestiges of discrimination to be an integral part of this policy of nondiscrimination.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

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

Bids must be submitted in a sealed envelope marked, "**SEALED BID – ABATEMENT OF WEEDS & DEBRIS/JUNK FROM OVERGROWN LOTS – 2:00 p.m., 04-01-10.**" Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. (**DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL**). However, bids sent by express carrier (Federal Express, Airborne, UPS, etc.) must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., April 1, 2010. Bids received after this time will not be considered.

W.E. Caffee, Assistant Purchasing Agent

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B.N. 3/11/10

SPECIFICATIONS FOR ABATEMENT OF WEEDS AND DEBRIS/JUNK FROM OVERGROWN LOTS

1. The City has been divided into four (4) quadrants (I, II, III, and IV). The city intends, for the next six (6) months, to award weed abatement work to one (1) vendor (one (1) vendor for one (1) of four (4) quadrants). The vendor in quadrant IV will be awarded abatement of groups of lots that will total approximately 256,000 square feet.
2. Vendors will be required to submit a firm square foot bid price to abate (includes cutting weed/trees, removing junk and man-made debris and hauling to landfill) the approximate 256,000 square feet groups in quadrant IV. (See Attachment 3 for samples of lots in this quadrant). Vendors may submit a bid for the one quadrant. Once an award is made to a vendor for the quadrant, that vendor will not be eligible for award of any of the remaining quadrants. The award decision will depend on the square foot bid price submitted by each vendor and several other factors that will be described later in this document.
3. Bids will be considered only from responsive/responsible sole owners, partnerships or corporations that can demonstrate a current capability to properly, and in a timely manner, perform the abatement of groups provided. The vendor selected must have submitted a responsive and responsible bid that conforms to this Invitation for Bid. While the square foot bid price will be considered, other important factors will also be considered to determine whether the vendors are responsible vendors. If a vendor is determined not to be responsible, they will not receive any awards, regardless of how low their square foot bid price may be.
4. **In order to determine responsibility, each vendor must submit with their bid the following:**
 - a. **A list of all equipment available to accomplish the abatement of weed lots. If equipment is leased, or the intent is to lease if receiving the award, provide documentation of this fact.**
 - b. **A list (by name) of all permanent workers currently employed. If intent is to hire temporary labor if award is received, provide documentation of this fact.**
 - c. **The approximate amount of working capital (money in the bank) that is available if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fee, etc. Provide supporting documentation from your financial institution.**
 - d. **Proof of at least \$100,000.00 worth of general liability insurance naming the City of Birmingham as an additional insured party, and with a clause that provides notice to the City 10 days prior to expiration or cancellation.**
 - e. **Proof of a City of Birmingham business license.**
 - f. **A notarized affidavit and warranty (see Attachment 2).**

NOTE: All the above information must be submitted with the bid or the bid will be deemed nonresponsive, and will not receive further consideration.

5. For the six (6) month period following receipt of a Notice of Award, the vendor who receives an award, will be allowed to abate weeds in quadrant IV in which they received an award. After the initial six (6) month period, a determination will be made to continue with the same vendor on a month to month basis unless the City wishes to rebid or unless the vendor indicates he/she is no longer willing/able to continue providing abatement services at the price they bid.

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

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

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

- a. All grass, weeds or bushes shall be cut to a height range of from two (2) to four (4) inches on the entire lot; including abutting alley ways and the area between curb and street. At least 50% of any public right of way, alleys, unopened roads, etc. that adjoin a lot are to be cut. Vegetative cover shall be maintained: After weed removal there shall be approximately 2" of grass or other ground cover remaining.
- b. All brush or saplings three inches in diameter, (nine & one half (9½") inches in circumference) or less are to be cut to the ground level. Diameter measurements must be taken forty eight (48) inches from the ground. All sprouts growing out of existing stumps three (3) inches in diameter, (nine & one half (9½") inches in circumference are to be cut back to the stump.
- c. The existing terrain shall not be altered. Bush hogs, chippers, weed eaters, lawn mowers, swing blades and other like equipment are all acceptable. Use of heavy or track type equipment requires prior approval from one (1) of the two (2) Code Enforcement Supervisors, and the vendor will be responsible for any alterations to the existing terrain.
- d. There shall be no burning, use of herbicides or poisons, plows, or scrapers.
- e. All cleared vegetative materials, as well as junk or man-made debris located on the property, shall be removed from the site and disposed of properly and legally. Brush that has been run through a chipper may be spread over the lot. Any vendor caught illegally dumping anything removed from any lot will be immediately determined a non-responsible vendor for a 12 month period, and bids during that time period will not be considered, and will be required to pick up and properly dispose of the illegally dumped debris. The use of front-end loaders, except for removal of debris, is not acceptable.
- f. When clearing lots, the contractor shall be responsible for the prevention, control and elimination of excessive amounts of noise, airborne dust, debris or other nuisances emanating from the site.
- g. Downed/fallen trees anywhere on a lot are to be removed at no additional cost. Trees that have partially fallen onto a lot from outside the lot boundaries need only be cut back to the property line. Trees on the lot that fall over the property line and are partially on another lot need only be cut to the property line. Contractors will not be required to remove tree stumps if the stump is completely in the ground. However, the tree must be cut down to ground level. If the stump is within the property boundaries and is partially or completely pulled out of the ground, the contractor must remove the trunk and backfill any resulting hole.

9. All bids submitted must be accompanied by \$500.00 in the form of a cashier's check, certified check or acceptable bid bond (no cash or personal checks) in the name of the vendor and made payable to the City of Birmingham. Once the award process has been completed, this money will be returned (except in the case of a bid bond) as long as the vendor did not request withdrawal of all or any portion of their bid within the 60 days after bid opening. Failure to provide this bid bond with the bid will render the bid nonresponsive, and it will receive no further award consideration.

10. If awarded the bid, when overgrown lots are given to abate, the vendor will receive several groups of lots, which will equal approximately 256,000 square feet. The vendor will have 14 calendar days to completely abate this approximate 256,000 square feet.

11. The awarded vendor will be required to provide a \$500.00 deposit in the form of a money order, cashier's check or certified check (no cash or personal checks) made payable to the City of Birmingham before beginning to abate any groups of lots.

12. Vendor will be required to sign Purchase Orders within two (2) working days after notification from the Purchasing Division that a Purchase Order(s) has been prepared. The two (2) working days will begin from the time the vendor's owner is either notified telephonically, a message or phone number is left on the owner's pager, or a message is left on the owner's phone answering machine or cell phone or email. Failure to comply will result in forfeiture of the \$500.00 deposit. Purchase Order(s) will be available for signature in the Purchasing Division, Room P-100, City Hall, Birmingham, Al, Telephone: 254-2265.

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

14. Once the Purchase Order(s) is/are signed, all awarded groups shall be cleared by the vendor within 14 calendar days. Failure to comply with the completion time as stated in the Purchase Order(s) will result in assessment of late charges at the rate of \$50.00 for each calendar day over the 14 calendar days for a maximum of 10 calendar days. This amount shall be subtracted from the \$500.00 deposit. In the event the Purchase Order(s) is not completed within 24 calendar days, any additional days required to complete will be multiplied by \$50.00, and that additional amount will be subtracted from the vendor's invoice for the particular group. If late charges are assessed that depletes some or all of the \$500.00 deposit, the vendor will be required to provide funds per paragraph 12 that brings the deposit back up to \$500.00 before any more groups are awarded to the vendor.

15. Three (3) failures by a vendor in a twelve (12) month period to complete awarded groups within the 14 calendar day time frame will force the City to determine the vendor to be a nonresponsible vendor, and that vendor will not have future bids considered for a period of 12 months. A nonresponsibility determination will cause the vendor's award to be terminated, and a new Invitation for Bid will be issued for the affected quadrant. Failure to complete all the lots in the group(s) awarded within 30 days after being awarded a Purchase Order(s), will cause the vendor to be immediately terminated and declared nonresponsible for 12 months. At that time, the group bid amount will be prorated based on the number of lots in the group(s) completed, and \$50.00/day from day 25 to day 30 will be subtracted from the prorated amount due the vendor for only the lots in the group(s) that were actually successfully completed. If any amount is left, after subtracting the \$50.00/day, that amount will be paid to the vendor. No payment will be made for partially completed lots within a terminated group(s).

16. Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the vendor feels he/she has an extreme situation, the vendor must contact the Purchasing Division when the extreme situation occurs, or as soon as possible after the extreme situation occurs if during non-City work hours and prior to the scheduled completion date and provide a justification for the requested extension. If necessary, the Purchasing Division shall contact one (1) of the two (2) Code Enforcement Supervisors or the Code

Enforcement Manager. Assuming delay is justified as an extreme situation, then a revised completion date will be determined by a signed modification to the Purchase Order(s). Unless an extension has been granted in writing by the Purchasing Division, the Purchase Order(s) will be expected to be completed by the original due date.

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

18. The vendor agrees that it will indemnify and hold harmless the City and its officers, agents and employees from any liability of any nature, kind or character, costs, claims, damages, and other expenses arising in any manner from the activities or operations of the vendor in the performance or fulfillment of the Purchase Order(s).

19. The City of Birmingham does not anticipate utilization of a long formal, written contractual document to bind the City and the successful vendor to an agreement. The City will issue Purchase Orders to the vendor for groups of lots to be abated in the manner previously discussed. The successful vendor, by acceptance of City Purchase Orders, agree that he/she is bound to all terms, conditions and requirements as stated in this Invitation for Bid.

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

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

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

ATTACHMENT 1

Quadrant IV Neighborhoods: Woodland, North Avondale, East Avondale, Kingston, Forest Park-South Avondale, Wahouma, South East Lake, East Lake, North East Lake, Airport Highlands, Brownsville Heights, Brummitt Heights, Pine Knoll Vista, Maple Grove, Penfield Park, Echo Highlands, Sun Valley, Apple Valley, Zion City, Roebuck, Killough Springs, Bridlewood, Huffman, Spring Lake, Liberty, Overton, Roebuck Springs-South Roebuck

ATTACHMENT 2

NOTARIZED AFFIDAVIT AND WARRANTY:

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

DATE

WITNESS:

BIDDER

NOTARY PUBLIC

BY TITLE

ATTACHMENT 3

Quadrant 4

1549	90TH ST N	35206
401	WESTCHESTER DR	35215
720	13TH CT NW	35215
1421	92ND ST N	35206
2057	CEDAR ST	35217
743	47TH PL S	35222
6828	FRANKFORT AVE	35212
2321	9TH PL NW	35215
4605	5TH AVE S	35222
1016	T ST	35235
1209	FIVE MILE RD	35215
1128	42ND ALY N	35212
2140	MAIN ST	35210
112	LAWSON RD	35217
4216	MORRIS AVE	35222
8004	7TH AVE N	35206
764	OAK ST	35210
1400	LINE ST	35217
9624	EASTPOINTE CIR	35000
9844	RED MILL RD	35215
741	VALLEY DR	35206
8627	4TH AVE S	35206
1548	PINE TREE DR	35235
2520	6TH WAY NW	35215
7432	2ND AVE N	35212
6304	4TH CT N	35212

BID FORM

W.E. Caffee
 Assistant Purchasing Agent
 City of Birmingham, Alabama

Submitted below is my firm bid for abatement of weeds and debris/junk from overgrown lots, in accordance with the invitation to bid and specifications dated March 4, 2010. Price quoted is f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

QUADRANT PRICE PER SQ. FT.

QUADRANT	PRICE PER SQ FT
Quad 4 – Four groups @ approximately 64,000 sq. ft. per group	\$ /square foot

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 origin, 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.

EXCEPTIONS TO SPECIFICATIONS:

_____ Date of Bid

_____ Company

_____ Street Address

_____ Email Address

_____ P O Box (Zip if different from street address)

_____ City State Zip

_____ Tax ID Number

_____ Terms of Payment

_____ Name (Print or Type)

_____ Delivery Date

_____ Signature

_____ Telephone Number

_____ Title

_____ Fax Number