

# BIRMINGHAM WATER WORKS

Revised  
April 16, 2024

**Bid: 24-12-01**

Subject: Invitation to Bid

Prospective Bidders:

Sealed bids for furnishing items and services on *Janitorial Services* attached forms will be received in the Purchasing Department of the Birmingham Water Works Board, located at 3600 First Avenue North, Birmingham, Alabama 35222, until **10:00 a.m., Tuesday, April 30, 2024 @ 10:00 a.m.** at which time and place they will publicly open and read.

***Mandatory Pre-bid site visits will be held on the Birmingham Water Works Main Complex on Wednesday, April 24, at 10:00 a.m. and Thursday, April 25, 2024 at 1:00p.m. Mandatory Pre-bid site visits will be held on the Main Complex and off campus site visits must be scheduled with the perspective manager/supervisor or their appointee. Site visits are mandatory and all vendors who plan on submitting a bid must visit all locations. Bids will not be accepted from those vendors who do not attend a site visit. If you wish to bid and are unable to attend during the scheduled times, please send a representative or contact me.***

“Specifications and Conditions” and “Bid Forms” are attached, and all bids shall be F.O.B. destination, freight prepaid, and at no charge. One copy of the bid form should be returned, and the bidder should retain a copy.

The right is reserved to reject any bids submitted, waive any informalities and technicalities, and award to the bidder it is deemed to serve the “Board’s” interests best and most economically. The Board reserves the right to award the bid on an individual or total cost of bid basis. The Board reserves the right to extend the contract, upon mutual consent of both parties, up to two (2) additional years. The Board reserves the right to cancel this bid within thirty (30) days with written notice. The Board reserves the right to cancel the contract due to non-satisfactory performance or if the vendor is found to violate the terms and conditions or does not correct any violations of specifications within two days after given notice. The Board reserves the right to RE- BID. The Board reserves the right to enter into a month-to-month contract once the contract has ended, at the current prices, until the next bid has been awarded the mutual consent of both parties.

Any bids mailed must be sent to 3600 First Avenue North, Birmingham, Alabama 35222, directed to the attention of the Purchasing Superintendent and marked in the lower left-hand corner of the envelope as follows: “Bids on “*Janitorial Services are due on Tuesday, April 30, 2024 @ 10:00 a.m.*” at which time and place they will be publicly open and read.

Yours truly,

*Jonathan Jett*

Jonathan Jett

Purchasing Superintendent

# SPECIFICATIONS AND CONDITIONS JANITORIAL SERVICES

## I. GENERAL

- **Intent:** These specifications intend to describe the minimum requirements and conditions the Birmingham Water Works Board (from now on called Board) requires from all Bidders planning on submitting a bid for janitorial services. Each Bid shall include a recommended Janitorial Services Management Program, which incorporates, at a minimum, the requirements specified herein.
- **Performance:** The Board desires a high standard of cleanliness. These specifications are intended to indicate a minimum acceptable level of service. All items not specifically mentioned but found necessary to clean the buildings properly shall be recommended and included in the Janitorial Services Management Program. Each Bid shall detail how and when cleaning will be performed and to what standards the performance will be measured.
- **Quality Assurance:** This contract aims to provide a positive image of Birmingham Water Works by maintaining a neat, clean, and sanitary work environment for our customers and employees. This should be done with a well-planned, consistent Janitorial Services Management Program, which shall require little supervision by the Board.
- **Term of Contract:** *The length of service shall be for one (1) year. The Board reserves the right to extend the contract with the mutual consent of the Contractors up to two (2) additional years or Re-Bid. The Board reserves the right to cancel the contract for any reason with a ten (30) day written notice. Examples of reasons to cancel the contract include non-performance, poor performance, property damage, non-compliance to resolve issues, theft, death, etc. The Board reserves the right to enter into a month-to-month contract with the current vendor at the current prices until the Board has awarded the next bid.*
- **Invoicing:** *All invoices will need to be turned in by the 1<sup>st</sup> of the following month. You may email the invoices to Dereleda Abrom at [laqueta.williams@bwwb.org](mailto:laqueta.williams@bwwb.org) and send a copy to [accountspayable@bwwb.org](mailto:accountspayable@bwwb.org).*
- **Site Visit:** Site Visits will be held for the Main Office Complex beginning April 23 & 24, 2024 and off campus site visits must be scheduled with the perspective manager/supervisor or their appointee. You will have two opportunities to complete a site visit covered under this contract
- April 24 @ 10:00 a.m.
- April 25 @ 1:00 p.m.

- **Site visits are mandatory**
- Offsite Buildings visit can be arranged by contacting the BWWB personnel at that site. See attachment for BWWB contact. Bids will not be accepted by Bidders that do not complete the Site Visit Form (unless you have bid on the Janitorial services before).
- **Inclement Weather:** Janitorial Services will be responsible for providing services during inclement weather, such as: putting down (sand, deicing, etc.) at all entrance doors, walkways, and requested parking spaces for the (Board Members, Senior Management, and Handicapped) when needed. BWWB will provide the supplies for this service.

## II. QUALIFICATIONS

- A. **Capability Data:** Each proposal should include any pertinent information the Bidder deems necessary to the Board in evaluating the proposer's ability to perform, including, but not limited to, number of years in business, number of employees, and number of customers.
- B. **Years in Business:** The Bidder shall not be considered a qualified Bidder if they have not been established and performing cleaning services for at least three (3) years.
- C. **References:** Each bid shall include a minimum of three (3) references of *current* customers who can verify the quality of work provided. The Board prefers customers of similar size and scope of the work to this request. Each reference should include the contact person and title, telephone number, a brief description of the scope of work being performed, and the length of service.

## III. GENERAL REQUIREMENTS

- A. **Scope:** Janitorial Service will be responsible for the furnishings of all labor, supervision, supplies, equipment, and machinery necessary to service this contract. *The Janitorial Service shall employ workers skilled and experienced in office cleaning operations.* The employees shall be bonded and insured.
- B. **Pay:** Janitorial Service agrees to pay employees no less than the minimum wages per hour for work performed under this contract. Periodically the Board shall ask the Janitorial Service to provide proof of this requirement.
- C. **Supervision:** A Supervisor must always accompany workers. At least once a week and on a non-routine basis, the area Supervisor shall inspect the facilities for compliance with this specification. Supervisor must perform a walk-thru for both the Main Campus and off site locations weekly to ensure that custodial work is in compliance with the bid. Additionally, Supervisor must provide a weekly report to the appointed representative of the Birmingham Water Works with an explanation of each site visit.

**D. Cleaning Supplies:** Cleaning supplies shall require Board approval and, where possible, carry the EPA's Design for the Environment (DfE) mark to ensure products are as safe as possible for people and the environment. Supplies should be from a certified janitorial supply company (**NOT** Dollar General, Family Dollar, NO Fabuloso, etc.).

**E. Work Sites:** The locations covered under this contract include:

**1. Main Office Complex – 3600 First Avenue North:**

1. *Main Office Building*
2. *Enviro-Lab Building*
3. *Payment Center Building*
4. *Transportation Building*
5. *Distribution Center Building*
6. *Warehouse Offices Building*
7. *E&M Shop Building*
8. *Land Administration Trailer*
9. *Water Quality Trailer*
10. *Pressure Complaints /Engineering Trailer(s)*
11. *Environmental Services Trailer*
12. *Industrial Commercial Trailer*
13. *Training Trailer*
14. *Guard Shack*

**OFF-SITE BUILDINGS FOR BWWB**

15. *Cahaba Pump Station Museum – 4012 Sicard Hollow Road, 35242*
16. *Chemical Plant Building – 213 - 11<sup>th</sup> Street, Robinwood, 35117*

**PLEASE VIEW APPENDIXES FOR BWWB PERSONNEL CONTACT INFORMATION AND SQUARE FOOTAGE FOR ALL ABOVE TRAILERS AND BUILDINGS.**

**F. Equipment:**

**1. General: Furnished by Janitorial Service**

- a. Janitorial Service should provide waste containers used to transport trash bags that shall be leakproof. The Janitorial Service shall, at their own expense, clean any carpet stains due to leaking waste containers used to transport trash bags.
- b. Janitorial Service should furnish commercial floor and carpet sweepers, used by the Day Shift worker to spot clean, shall be mechanical and battery-operated to reduce noise. All supplies should be from a certified janitorial supply company, (**NOT Dollar General, Family Dollar, etc**)

**2. Furnished by the Board:**

- a. Tissue paper
- b. Napkins
- c. Garbage bags
- d. Toilet seat liners

**IV. SPECIFIC REQUIREMENTS**

At a minimum, the following services shall be addressed in the recommended janitorial services management program in the Bid:

**a. Daily Services:**

1. Empty ALL wastebaskets inside and outside of all the buildings and recycling containers, replace them with clean bags, and dispose of them appropriately. Dust all furniture.
2. Clean and sanitize telephones.
3. Clean and sanitize drinking water fountains.
4. Spot clean and vacuum all floors, carpeted areas, and matting.
5. Sweep and damp mop finished/ stained concrete floors, tile floors, linoleum floors, and hardwood floors.
6. Clean and sanitize restrooms. Attempt to use a plunger to unclog drain or commode, if needed, before calling building maintenance.
7. Refill all bathroom dispensers from stock supplied by the Board.
8. Clean all-glass doors/ Clean all doors/windows up to 90” inch from floor to top of door frames. Cleaning higher than 90” inch will be contracted out for additional cost.
9. Clean all stairways, ramps **(all locations)**, *and front/back porch areas – Sweep and mop daily, spot mop daily and mop once a week.*
10. **Keep all entrances clean and clear of debris. (All locations)**
11. Clean windows front/back at the Cashier’s area. **(Example: window seals, etc.)**
12. Cleaned Microwave daily.
13. Polish all brass and bright work (including strips on entrance floors, elevator entrance flooring, and bottom of door thresholds.
14. Remove cobwebs from the front entry and immediate surrounding areas.
15. Payment Center windows inside next to entrance doors cleaned.
16. **Clean inside elevators daily. (All locations)**
17. **Clean all garbage cans along with lids daily. (Ex: break rooms (All locations)**
18. Other duties deemed necessary.

**b. Weekly Services:**

1. Dust ledges, sills, chair rails, baseboards, and picture tops.
2. Clean all interior glass as needed. (**Example: Purchasing window**)
3. Vacuum all upholstered chairs and cushions.
4. Clean inside and out all cafeteria waste receptacles.
5. Clean glass doors and windows at all entrances where applicable.
6. Clean side windows adjacent to entrance doors.
7. Clean entrance with a tall glass. – **Payment Center, besides all door entrances**
8. Buff & clean concrete floors once weekly.
9. Other duties deemed necessary.

**c. Monthly Services:**

1. Clean the Refrigerator out once a month in the payment center, (A note will be attached to the refrigerator notifying all employees that anything left in the frig. at the end of the month will be thrown away.)
2. Scrub bathroom floors monthly.
3. Check paper towel dispensers in all bathrooms to see if batteries need replacing (BWVB will supply batteries).

**d. Restrooms:**

**The Inspection and Task Sheet hanging on the back of each restroom and each department entry door shall be maintained as described below. Each item about the room shall be initialed and time noted. Time shall be verified by entry/exit at the gate. See the attachment form, for example:**

**Day Shift:**

1. Each restroom shall be inspected daily. Each item on the list shall be reviewed. Any item(s) in need of attention shall be taken care of. The inspector shall write the inspection time and place their initials next to each item.

**Evening Shift:**

2. Each restroom shall be thoroughly cleaned as shown on the Inspection and Task Sheet. The worker shall write the cleaning time and place their initials next to each item.

**e. Hallways:**

**Day Shift/Evening Shift:**

1. Inspect the floors and carpets. Pick up any trash. Use a commercial floor and carpet sweeper if required to remove small pieces from the flooring and carpeting.
2. Maintain the Inspection and Task Sheet for each building.

**f. Porches/Entry Doors:**

1. All Buildings under the contract with entrances should be swept nightly. This includes stairs and ramps leading out to the parking lot

area and stairs inside buildings. All Ramps and steps shall be clear of debris and swept nightly.

**g. Drinking Water Fountains:**

**Day Shift:**

1. Clean and sanitize.
2. Maintain the Inspection and Task Sheet for each building.
3. Do not use cleaning products or drain cleaners that will discolor the metal.

**Evening Shift:**

1. Clean and sanitize

**h. Other Services:**

1. Wash walls monthly.
2. All vents are cleaned monthly.
3. Scrub walls and floors of bathroom quarterly.
4. Dust daily
5. Windows located in offices usually locked or shut should be cleaned monthly or at employee request.
6. Board room windows shall be cleaned monthly.
7. Windows next to all main entrance doorways shall be cleaned weekly.
8. **Blinds inside offices are dusted monthly; BWWB personnel will request a time if areas are unavailable.**
9. Dust daily.
10. Other duties as needed at the request of the personnel.

**V. SCHEDULE**

*Cleaning services shall be performed as follows:*

**1. Main Office Building:**

- (i) **Day Shift:** *With a minimum of four (4) hours.* Monday through Friday **between 10:00 a.m. – 2:00 p.m.** their daily responsibilities will include the following:
  - **Cleaning and maintaining all stairways and ramps.**
  - **Keeping all entrances clean and clear of debris.**
  - **Cleaning inside of the elevators**
  - **Cleaning restrooms and breakrooms**
  - **Spot cleaning and standby cleaning (incl. mopping and sweeping of any spills)**
  - **Clean doors and office entry windows**
- (ii) **Evening Shift:** *With a minimum of four (4) hours.* Monday through Friday **between 4:30 p.m. - 9:00 p.m.** with a minimum of four (4) hours and a minimum of three (3) people to perform duties - **(One person per floor)**

## **DEPARTMENTS WITHIN THE MAIN OFFICE BUILDING**

### **2. Human Resource Department:**

Hallways are cleaned, vacuumed, and trashed, pulled daily *between 4:30 p.m. and 9:00 p.m.* Individual offices are *vacuumed each Wednesday starting @ 3:30 p.m.* If an office is not available for vacuuming, it shall be vacuumed at another time per Board's request.

### **3. Executive Department:**

Cleaned and vacuumed daily *between 5:30 p.m. - 9:00 p.m.* and on weekends if necessary. If an office is not available for vacuuming, it shall be vacuumed at another time per Board's request. All Executive bathrooms within each office shall be mopped daily, cleaned, and sanitized. The kitchen shall be swept daily, and *dishes will be loaded and unloaded in the dishwasher. Additionally, any dishes that are not dishwasher appropriate be hand-washed, dried, and put away.* The coffee pot is cleaned daily, and a new filter is put in. The board room is cleaned daily. Table wiped down and cleaned, trash pulled, dust and vacuum daily. Blinds are dusted monthly. Board room windows shall be cleaned with a squeegee semi-annually. Other duties deemed necessary.

### **Daily -**

1. Kitchen and all bathrooms cleaned and sanitized (including thoroughly mopping floors, cleaning microwave oven, and running dishwasher w/coffee pots and any dishes in the sink).
2. Empty waste and recycle receptacles.
3. All areas thoroughly vacuumed (including the Boardroom).
4. All areas dusted (including Boardroom).

### **Weekly -**

1. Clean interior glass doors (including picture frames, awards, cubicle glass, and window ledges).
2. Clean the refrigerator.

### **4. Training Room**

After every Board meeting, the room should be cleaned, vacuumed, and trash pulled. Also, when requested by personnel, the room was dusted, vacuumed, and trophy case glass cleaned with polished concrete, damp mop, and buff.

### **All Other Departments within the Main office Building:**

Cleaned, trash pulled, vacuumed, and dusted, if applicable, daily *between 4:30 p.m. - 9:00 p.m.* and on weekends if necessary. If an office is not available for vacuuming, it shall be vacuumed at another time per Board's request. Other duties are deemed essential by BWB personnel.



## **Other Buildings at the BWWB Main office COMPLEX:**

### **5. Enviro-Lab Building:**

**Monday through Friday, 9:00 a.m. – 1:00 p.m. Special cleaning supplies must be used when cleaning this building. The Enviro-Lab Personnel must approve cleaning supplies before starting the cleaning of this building.**

**Which rooms to clean and how often to clean all floors on MWF (Lab 2<sup>nd</sup> floor)**

- **Halls, Bathroom, and Breakroom daily this i. Thises (floors, countertops, sink, and back glass door)**
- **Sweep and Mop stairwells twice a week**
- **Vacuum the hallways three times a week and offices**
- **Internal glass doors and (SCADA) or offices weekly**
- **Don't clean any counters where the Lab Personnel is working (Potential Chemical Exposure)**

**Cleaning supplies can't have any of the chemicals we use in the treating the water (List Provided)**

The chemicals that can be mistaken for water are as follow:

- Nitric Acid
- Sulfuric Acid
- Hydrochloric Acid

These are some of the chemicals that can resemble water, but they will burn through any cleaning materials and cause skin burns. The remaining chemical we use can also be toxic, but they are usually kept under refrigeration. We mention this to make sure not to clean any counters in the working labs on the second floor.

- **Lab Data Coordinator will inventory all supplies based on the supplies needed.**
- **Dust the offices as needed**
- **Take garbage and boxes to the dumpster daily**
- **Please knock before entering a closed office and wait on an answer**

6. **Payment Center Building:** - a minimum of four (4) workers for 16 hours per day (includes day and night combined).

- **Shall include the cleaning of the monitors in the Drive-thru and emptying of the trash outside of the campus and bus stop.**

**1<sup>st</sup> person – 8:00 a.m. - 3:00 p.m.**

**2<sup>nd</sup> person – 4:00 p.m. - 9:00 p.m.**

**3<sup>rd</sup> person - 5:00 p.m. - 9:00 p.m.**

1. **Day Shift:** *With a minimum of four (4) hours*, Monday through Friday at **8:00 a.m. and 3:00 p.m.** (time *due to change upon Manager/BWWB personnel request*).  
Must be available at any given time to perform other necessary duties throughout the Main Campus.
  2. **Evening Shift:** *With a minimum of four (4) hours*, Monday through Friday between **5:00 p.m. – 9:00 a.m.**
7. **Transportation Building, E&M Building, Water Quality Trailer:**  
Monday, Wednesday, and Friday. *Time shall be arranged with the Manager/BWWB personnel at the site.*
8. **Distribution Center Building including the meter shop (testing facility):**  
*With a minimum of four (4) hours, Monday through Friday. Time shall be arranged with the Manager/BWWB personnel at the site.*
9. **Warehouse Building, Land Administration Trailer, Environmental Services Trailer, Distribution Warehouse, Engineering /Pressure Complaints Trailers, Training Trailer and Guard Shack:**  
*Tuesday and Friday. Time shall be arranged with the Manager/BWWB personnel at the site.*

### **OFF-SITE BUILDINGS FOR BWWB**

1. **Cahaba Museum:** Shall be cleaned, dust mopped, trashed pulled on **Tuesdays and Friday afternoons**. In addition to cleaning the museum, I would like to add the blinds to be dusted, the windows to be cleaned, and the kitchen. The tables should be wiped down and the chairs.  
*If an event is scheduled for Friday or Saturday afternoon, Cahaba personnel will reschedule with the janitorial cleaning service.*
2. **Chemical Plant Building:**  
*Tuesdays and Thursdays. Time shall be arranged with the Manager/BWWB personnel at the site.*

**NOTE: THIS IS AN ALL-OR-NOTHING BID. *This bid does not include waxing and stripping of floors and Carpet Cleaning. Quotes will be accepted on an as-needed basis.***

### **Special Cleaning for COVID-19**

**Main Building (1) person** – Monday – Friday (8:00 a.m. – 4:00 p.m.)

Special cleaning – Sanitizing & Disinfecting, mainly wiping down high traffic areas, desks, doorknobs, windows, sanitizing & disinfecting restrooms if needed, perform other duties as required.

**Payment Center Lobby (2) persons** – Monday – Friday (8:00 a.m. – 4:00 p.m.)

Special Cleaning – Sanitizing & Disinfecting after each customer, constantly wiping down counters, windows, or other duties.

**Payment Center Building (2) persons** – Monday – Friday (8:00 a.m. – 4:00 p.m.)

Special Cleaning – Sanitizing & Disinfecting high traffic areas, wiping down desks, doorknobs, restrooms, or performing other duties.

**This information is requested only if needed in case of another outbreak of COVID.**

## **VI. CONTRACT ADMINISTRATION**

- a. **Responsibilities:** As indicated herein, bidders shall be responsible for the complete cleaning of all buildings specified and, as such, shall adequately inform themselves of areas to be cleaned, size of buildings, existing conditions, etc. Failure to do so shall not relieve the Janitorial Service of their responsibilities under the contract.
- b. **Default:** In case of default by Janitorial Service, the Board may procure the articles or services from other sources and may deduct from any monies due, or that may after that become due to the vendor, the difference between the price named in the contract or purchase order and the actual cost thereof to the Board. Prices paid by the Board shall be considered the prevailing price when such purchase is made.
- c. **Supervision:** The successful bidder shall designate a service supervisor for this account. The supervisor's responsibility shall be to meet with the Board's representative, the Purchasing Manager, or Building Maintenance Personnel monthly to inspect each building and resolve any problems with the cleaning service and the cleaning personnel. The supervisor shall have the authority to bind the Janitorial Service in scope and administrative matters.
- d. **Payment:** Invoices for services performed under the terms of this contract should be submitted monthly and should reference the purchase order that will be issued upon award to the contract. Invoices for floor maintenance or any other services rendered outside the scope of this contract shall be submitted after completion of each job and reference the purchase order number given for a specific job.

## VII. INSURANCE

- a. **Type and Amount:** Janitorial Service agrees to provide, at its own expense, the following type and amounts of insurance, for the term of the contract.

<b><u>Type</u></b>	<b><u>Amount</u></b>
Worker's Compensation and Employers Liability	Statutory
Comprehensive General (Public) Liability – to include, but not limited to: Premises/Operation Independent Contractors Personal Injury Products/Completed Operations Contractual Liability	Combined Single Limit for Bodily Injury and Property Damage: \$300,000.00 or it's Equivalent
Comprehensive Automobile Liability To include coverage for: Owned/Leased Automobiles Non-Owned Automobiles	Combined Single Limit for Bodily Injury and Property Damage: \$300,000.00 or its Equivalent Hired Car

- b. **Evidence:** The Janitorial Service agrees to provide certificates of insurance before the commencement of this contract evidencing the above-required insurance. Thirty (30) days advance notice shall be given, in writing, of cancellation or material change in insurance coverage.

## VIII. EVALUATION

- a. **Criteria:** The evaluation criteria used by the Board in determining awards for janitorial services shall include, but not be limited to, the following:

Price of proposed services  
Proposer's quality of work  
Proposer's ability to perform  
Proposer's grasp of work to be performed and approach to be used  
Evidence of good organizational and management practices  
The financial condition of the offeror.

- b. **Selection:** The Board reserves the right to select the Company that it feels shall best meet the necessary quality requirements and technical specifications.

## **APPENDIX - 1**

### **BWWB PERSONNEL CONTACT INFORMATION**

#### **Main Office Complex – 3600 First Avenue North, 35222:**

1. **Main Office Building** –  
*Jonathan Jett 244-4302, Derleda Abrom – 244-4305*
2. **Enviro-Lab Building** –  
*Drusilla Hudson – 244-4466*
3. **Payment Center Building**  
*Geraldine Davis – 244-4020, Pam Phillips – 244-4322*
4. **Transportation Building**  
*Ike Square – 244-4341, Patricia Jones – 244- 4342*
5. **Distribution Center Building**  
*Matthew Pritchett – 244-4087, Anita Black – 244-4084*
6. **Warehouse Offices Building**  
*Reis Logan – 244-4095, Ronnie Alston – 244-4096*
7. **E&M Shop Building**  
*Casey Rogers – 244-4345, LaQueta Williams – 244-4338*
8. **Land Administration Trailer**  
*April Nabors 244-4181 David Nichols – 244-4291*
9. **Water Quality Trailer**  
*Derrick Felton – 244-4465, Tatiana Green – 244-4375*
10. **Pressure Complaints / Engineering Trailers**  
*Hattie McCarroll– 244-4182*
11. **Environmental Services Trailer**  
*Frank Phillips – 244-4209*
12. **Guard Shack**  
*David Walker – 244-4363 LaWanda Bonner – 244-4361*
13. **Training Trailers**  
*Ladedra Ruffin – 244-4155 Meridith Hollins – 244-4144*
14. **Industrial & Commercial Trailer**  
*Johnny Mayfield 244-4017 Josh Smith – 244-4477*

### **OFF-SITE BWWB BUILDINGS CONTACT INFORMATION**

15. **Cahaba Pump Station Museum** – 4012 Sicard Hollow Road, 35242  
*Denecia Hughes – 967-0340, Jerry Brown – 967-0340*
16. **Chemical Plant Building** – 213 - 11<sup>th</sup> Street, Robinwood, 35117  
*David Gantt – 841-2779*

# SITE VISIT

A Site Visit is a prerequisite to bidding on this project for the Water Works Board of the City of Birmingham. A signed copy of this Verification of attendance must be enclosed with the Prospective Bidder's Bid.

The dates for the site visit are

- Wednesday, April 24, 2024 @ 10:00 a.m.
- Thursday, April 25, 2024, @1:00 p.m.

**PROJECT:** **Janitorial Services**

SITE LOCATION	OWNER'S SIGNATURE	DATE
Main Office Complex		
Cahaha Pump Station Museum 401 Sicard Hollow Road (205) 967-0340		
Chemical Plant Building 213 – 11 <sup>th</sup> Street, Robinwood (205) 841-2779		

PROSPECTIVE BIDDER:

\_\_\_\_\_  
(Please Print the Name of the Contractor)

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Print Name and Title of Contractor's Authorized Representative

# CLEANING CHECKLIST FOR BIRMINGHAM WATER WORKS

ENTRANCE/RECEPTION/OFFICE AREAS	MON	TUES	WED	THU	FRI
Remove rubbish and replace bin liners	/	/	/	/	/
Vacuum all carpets and mats	/	/	/	/	/
Vacuum all hard floors	/	/	/	/	/
Vacuum under all seat cushions	/	/	/	/	/
Dust all surfaces of desks, chairs tables doors jams and window sills/ledges.	/	/	/	/	/
Damp wipe all surfaces with disinfectant	/	/	/	/	/
Mop all hard floors with disinfectant	/	/	/	/	/
Remove cobwebs from front entry	/	/	/	/	/
Remove fingerprints & marks from around light switches and door frames	/	/	/	/	/
Clean Cashier windows w/squeegee inside&out	/	/	/	/	/
Clean automatic glass doors inside and out	/	/	/	/	/
Spot clean all glass	/	/	/	/	/
Polish all brass & bright work on floors, elevator entrances & bottom of doors	/	/	/	/	/
Spot clean walls and painted surface	/	/	/	/	/
Collect all rubbish, papers, bottles etc. from front entrance and between buildings	/	/	/	/	/
Ensure all areas are clean & arranged prior to leaving	/	/	/	/	/

<b>LIFT &amp; STAIRS</b>	<b>MON</b>	<b>TUES</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
Remove rubbish from all areas	/	/	/	/	/
Polish all brass and bright work	/	/	/	/	/
Vacuum all hard floors	/	/	/	/	/
Mop all hard floors with disinfectant	/	/	/	/	/
Sweep stairs daily	/	/	/	/	/
Spot clean internal glass in lifts	/	/	/	/	/

<b>TOILETS &amp; BATHROOM AREAS</b>	<b>MON</b>	<b>TUES</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
Stock toilet tissue, hand towels & soap	/	/	/	/	/
Empty rubbish bins, wipe, replace bin liners as required	/	/	/	/	/
Clean and polish mirrors	/	/	/	/	/
Wipe hand towel cabinet covers	/	/	/	/	/
Wipe down door sills - remove all dust	/	/	/	/	/
Toilets and urinals to be cleaned & disinfected sanitized & wipe dry	/	/	/	/	/
Clean, Polish&sanitize all basins & bright work	/	/	/	/	/
Dust partitions, tops of mirrors and frames	/	/	/	/	/
Remove splash marks from walls around basins	/	/	/	/	/
Mop clean restroom floors with disinfectant	/	/	/	/	/
Ensure all areas are clean & arranged	/	/	/	/	/

<b>WEEKLY CLEANING</b>	<b>MON</b>	<b>TUES</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>
Dust Mop all polished concrete flooring- Twice a week (Tuesday & Friday)	/	/	/	/	/
Clean all glass inside & outside with squeegee.	/	/	/	/	/
Damp mop stairs on Friday      Once a week	/	/	/	/	/



## **APPENDIX 2**

### **ESTIMATED FOOTAGES BWWB BUILDINGS AND TRAILERS**

Main Office	53550 sq. ft.
Distribution (incl. Meter Training room)	23700 sq. ft.
Enviro-Lab	12200 sq. ft.
Payment Ctr. Bldg.	19632 sq. ft.
Warehouse	1749 sq. ft.
E & M	4060 sq. ft.
Transportation	1320 sq. ft.
Land Admin Trailer	1008 sq. ft.
Water Quality Trailer	1322 sq. ft.
Pressure Complaints	840 sq. ft.
Engineering Trailer	840 sq. ft.
Environmental Serv. Trailer	960 sq. ft.
Resource Center	1680 sq. ft.
Cahaba Museum	3800 sq. ft.
Chemical Plant	1600 sq. ft.
Security Shack	45 sq. ft.
Training Trailer	840 sq. ft.

**GOODS AND SERVICES/PUBLIC WORKS  
VENDOR CHECKLIST**

**Description/Vendor:**

**Bid Date:**

(If all forms are not returned with bid, your bid will be non-compliant)

<b>HUB FORMS and DOCUMENTATION CHECKLIST</b>		<b>Yes or No</b>
1.	<i>HUB Form 1 - HUB Program Acknowledgement</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<i>HUB Form 2 - HUB Compliance Form</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<i>HUB Form 3 - Bid Solicitation Notice (BC/A) - (Only for Public Works Bids)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	<i>HUB Form 4 - Sub-Company Participation Form (Part 1 &amp; 2)- Only for Sub-Contractors</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	<i>HUB Form 5 - Sub-Company Performance Form (Part 1 &amp; 2)- Only for Sub-Contractors</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	<i>HUB Form 6 - Sub-Company Utilization Form (Part 1 &amp; 2) - Public Works Bids only) HUB Form 6- Direct Manufacturer/Supplier Certification (Goods &amp; Service Bids only)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	<i>HUB Form 7 - Hub Compliance Form - (Only for Public Works Bids)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	<i>HUB Form 8 - Prime Company Monthly Report - (Only for Public Works Bids)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	<i>HUB Form 9 - Prime Close-out Report - (Only for Public Works Bids)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	<i>EEO Report</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	<i>Supplier Diversity Program Questionnaire</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	<i>Certification of Non-Discrimination</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.	<i>Debarment Form</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**INSERT FOR BIDS OR RFP's REGARDING SECTION 9 OR IMMIGRATION ACT**

Ala. Code §31-13-9 (1975) provides that as a condition for the award of any contract, grant or incentive by the Water Works Board of the City of Birmingham, a business entity or employer that employs one or more employees within the State of Alabama, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. You should provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.

If you are not enrolled, the website is [e-verify program](#). Click on the home page. Once on the home page, click on [Enroll in E-verify](#), it will take you through the necessary steps to enroll. Print documents and submit as requested.



# VENDOR INFORMATION INQUIRY

MBE    DBE    WBE    NA

PLEASE INCLUDE COPY OF CERTIFICATE FROM CERTIFYING AGENCY

Federal ID#: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business#: \_\_\_\_\_ Cell#: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business (Contractor, Supplier, Manufacturer, etc.) \_\_\_\_\_

Description of Products and/or Services: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_

If you are a General or Sub Contractor, please provide your Contractor License Number:

General Contractor License#: \_\_\_\_\_

Sub-Contractor License#: \_\_\_\_\_

**The Birmingham Water Works Board**  
**3601<sup>st</sup> Avenue North, Birmingham, AL 35222**  
**Phone: {205} 244-4300 • Website: [www.bwwb.org](http://www.bwwb.org)**



## Audit Clause

BWOB and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all of Contractor's records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to HUB participation under this Contract kept by or under the control of Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and its subcontractors.

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, ledgers, cancelled checks, deposit slips, bank statements, journals, original estimates, estimating work sheets, contract amendments and change order files, back charge logs and supporting documentation, insurance documents, payroll documents, timesheets, memoranda and correspondence (written and electronic).

Contractor shall, at all times during the term of this Contract and for a period of seven years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. Contractor shall at any time requested by BWOB, whether during or after completion of this Contract, make such records available for inspection and audit (including copies and extracts of records as required) by BWOB.

Contractor shall ensure BWOB has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the HUB participation under this Contract.



## **FUNDS PAID AND CONFLICT OF INTEREST AGREEMENT**

**FUNDS PAID:** Agreement that no part of the funds paid by the Water Works Board pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in anyway whatsoever for the personal benefit of any member or employee of any government entity whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with anyone or with any member of the governing body or employee of the governing body of the Water Works Board or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this contract.

Any violation of the terms and scope of services, including misuse of funds provided in this contract shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination of this Agreement due to breach, Contractor shall immediately refund to the Water Works Board all amounts paid by the Water Works Board pursuant to this Agreement.

**CONFLICT OF INTEREST:** The Contractor declares that, as of the date of the Agreement, neither the Water Works Board, nor any of the Water Works Board's employees or any director nor any other government official is directly or indirectly interested in this Agreement or any agreement with the Contractor for which compensation will be sought during the period of time this Agreement is being performed. And, furthermore, the Contractor pledges that She/he/it will notify the General Manager in writing should it come to his/its knowledge that any such official becomes either directly or indirectly interested in the Agreement or any agreement with the Contractor for which compensation will be sought during the aforesaid period. In addition, the Contractor declares, that as of the date of this Agreement, neither She/he/it nor any of her/his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Water Works Board, or to anyone else for the Water Works Board's benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement with the Water Works Board under which compensation will be sought during the period of time this Agreement is being performed. And furthermore, that neither the Contractor nor any of her/his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Water Works Board, or to anyone else for the Water Works Board's, Water Works Board's official, or Water Works Board's employee's benefit, any sum of money or other thing of value, for aid of assistance in obtaining any amendment to this Agreement or any other agreement with the Contractor for which compensation will be claimed during the period of time this Agreement is being performed.

**(This document is for information only)**



## **INSURANCE**

### Public Works Bids

Contractors shall not commence any work until all the insurance as provided herein is obtained nor until the Board has approved such insurance. Certificates issued by the Contractor's Insurance Company must be filed with the Board before any work is commenced as evidence of the insurance as provided herein. Such certificates must contain a clause stating that the Insurance Company will notify the Board ten days prior to any change, cancellation or renewal of the Contractor's insurance.

**Workmen's Compensation Insurance:** The Contractor shall carry Workmen's Compensation Insurance during the life of the Contract to insure statutory liability to their employees.

**Comprehensive General Liability and Property Damage:** The Contractor shall carry Comprehensive General Liability and Property Damage Insurance during the life of the contract covering all of the Contractor's own operations. The limits shall not be less than \$1,000,000 for bodily injury and \$500,000 for property damage.

**Comprehensive Automobile Liability and Property Damage:** The Contractor shall carry Comprehensive Automobile Liability and Property Damage Insurance during the life of the contract covering (a) Contractor's own automobile equipment and (b) hired and non-owned vehicles. The limits shall not be less than \$100,000 for each person, \$300,000 each accident for bodily injury and \$100,000 for property damage.

**CERTIFICATION REGARDING DEBARMENT**

( \_\_\_\_\_ )  
**Bid Name and Number**

The below-signed Bidder at this moment certifies that it, its officers, directors, owners, stockholders, and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency;

(ii) Have not within three years preceding this bid been: debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with any Federal department or agency; or convicted of or had a civil judgment rendered against them for the 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; 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; and

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (ii) above.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BIDDER

By: \_\_\_\_\_  
Its: \_\_\_\_\_

THE STATE OF ALABAMA )  
  
\_\_\_\_\_ COUNTY )

BEFORE ME, a Notary Public in and for said County, in said State, here by certifies that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged that on this day, that being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission ends: \_\_\_\_\_



# **BID BONDS, PERFORMANCE BONDS AND PAYMENT BONDS**

The following types of bonds will be required depending upon whether the bid is for the purchase of goods and services (Title 41) or whether the bid is for public works (Title 39).

## **Bond Requirements for Bids for purchases of Goods and Services:**

### **Title 41 Competitive Bid Law – Ala. Code §§ 41-16-54**

*In the event the total of the bid submitted reaches or exceeds \$20,000.00 a bid guaranty must accompany the bid. This guaranty shall be not less than 5% of the amount of the bid not to exceed \$10,000. At the option of the bidder, the guaranty may be a certified check, bank draft or a bid bond. The bond shall be secured by a guaranty of Surety Company acceptable to the Water Works Board using the enclosed "FORM OF BID BOND". Under no circumstance will a bid which is \$20,000.00 or more be considered unless it is accompanied by the required guaranty.*

*Certified checks or bank drafts must be made payable to the order of the Water Works Board of the City of Birmingham. The bid guaranty shall ensure the execution of the agreement by the successful bidder. Certified check, bank drafts or bid bonds of the unsuccessful bidder will be returned as soon as practical after award of bids. The Successful bidder's check will be returned within 30 days of receipt of goods or services.*

## **Bond Requirements for Public Works Bids:**

### **Title 39 Public Works Bid Law – Ala. Code §§ 39-1-1 thru 39-5-6**

*All bids involving an amount over \$50,000.00 for public works projects for construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads or other improvements, constructed, installed, maintained, renovated or repaired on public property must be accompanied with a form of a bid bond. The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, using the enclosed "FORM OF BID BOND",*

***BID BONDS, PERFORMANCE BONDS AND PAYMENT BONDS CON'T - Page 2***

*payable to the Water Works Board of the City of Birmingham for an amount not less than five percent (5%) of the Water Works Board's estimated cost or of the contractor's bid, but in no event, more than ten thousand dollars (\$10,000).*

**Public Works Bids – Performance Bond and Labor and Material Payment Bond Requirements:**

*A Performance bond is required with a penalty equal to 100% of the amount of the contract price.*

*A Labor and Material Payment bond is required in an amount not less than 50% of the contract price.*

*A Performance bond and Labor and Material bond will need to be submitted by the successful bidder after the bid has been awarded.*

## BID BOND

BOND/CERTIFICATE NO. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:** That we "the Bidder", \_\_\_\_\_ a corporation \_\_, individual \_\_, partnership \_\_, joint venture \_\_, of the state of \_\_\_\_\_ qualified to do business in the State of Alabama, as Principal, and "the Surety," \_\_\_\_\_ of the state of \_\_\_\_\_ authorized to do business as surety in the State of Alabama, are hereby held and firmly bound unto The Water Works Board of the City of Birmingham ("Owner"), as obligee, in the amount of five percent (5%) of the sum of the Bidder's Bid, which equates to the sum of \$ \_\_\_\_\_, but in no event more than \$10,000.00, for the payment of which the bidder and surety hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly and severally, firmly by these presents in compliance with law.

WHEREAS, the Bidder has submitted to the Owner the Bidder's Bid, to which this Bond is attached, to enter the contract with the Owner for the project entitled \_\_\_\_\_ covered by Bid Documents.

**NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT,** if the Bidder (a) shall enter into a Contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (b) in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Owner the sum amount as provided by paragraph B below - then THIS OBLIGATION SHALL BE NULL AND VOID, otherwise THIS OBLIGATION SHALL REMAIN IN FULL FORCE AND EFFECT.

A. If the Owner makes demand on the Surety to perform in accordance with the Surety's obligations under this bond, the Surety shall be liable for the sum set forth in this Bid Bond for the difference between the amount of the Bidder's Bid and the amount of the next lowest bidder. Said sum shall be immediately due and payable to the Owner, and the Surety shall pay that sum without delay. Additionally, the Surety shall reimburse the Owner for all costs of collection, including, but not limited to, costs of court and reasonable attorney's fees.

B. Notwithstanding the Surety's obligation set forth in the preceding paragraph, if the Owner makes demand on the Principal to perform in accordance with its obligations under this bond, then pursuant to Ala. Code § 39-2-11 (1975), the Principal shall be liable for the difference in the amount of the Bidder's Bid and the amount of the next lowest bidder. Said sum shall be immediately due and payable to the Owner, and the Principal shall pay that sum without delay. Additionally, the Principal shall reimburse the Owner for all costs of collection, including, but not limited to, costs of court and reasonable attorney's fees.

C. The Surety, for value received, stipulates and agrees that the obligations of the Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept the Bid, and the Surety does, by this agreement, waive notice of any such extension.

D. It is the intention of the Bidder, Surety and Owner that the Surety shall be bound by all terms and conditions of the Bid Documents and this Bid Bond. However, if any provision(s) of this Bid Bond is/are illegal, invalid or unenforceable, all other provisions of this Bid Bond shall nevertheless remain in full force and effect and the Owner shall be protected to the full extent of the law.

**IMPORTANT:** The Surety shall provide proof satisfactory to the Owner (a) that the Surety is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and meets the requirements of Ala. Code 1975, § 39-2-4 and (b) that this Bid Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-2-4.

Address and Telephone of the **Surety**

Address and Telephone of agent who is licensed in  
Alabama

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\*\* If agent above is NOT an Alabama Resident Agent, complete section listed below; Otherwise, indicate not applicable (N/A).

Address and Telephone of Alabama Resident Agent who is licensed in Alabama

**CONTRACTOR** (Sign & Print Full Name) **(CORPORATE SEAL HERE)**

By: \_\_\_\_\_

Witness \_\_\_\_\_ **Name and Title:** \_\_\_\_\_

**SURETY** (Sign & Print Full Name) Agent: \_\_\_\_\_

**(SURETY SEAL HERE)**

Witness \_\_\_\_\_ Attorney-in-Fact: \_\_\_\_\_

(Attach certified copy of Power of Attorney)

State of Alabama Insurance License No: (Attorney-in-Fact)\_\_\_\_\_

State of Alabama Insurance License No: (Alabama Resident Agent, if applicable)

**NOTARY PUBLIC**

My commission expires: \_\_\_\_\_

**(NOTARY SEAL HERE)**

## PERFORMANCE BOND FOR BWWB PROJECT

BOND/CERTIFICATE NO. \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

BE IT KNOWN, that on this \_\_\_\_ day of the month of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, duly commissioned and qualified, in and for the County of Jefferson, State of Alabama, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared \_\_\_\_\_ (“Contractor”), herein represented by \_\_\_\_\_, its \_\_\_\_\_, as Principal, and \_\_\_\_\_ (“Surety”), of the State of \_\_\_\_\_, herein represented by \_\_\_\_\_, its \_\_\_\_\_, who jointly and severally guarantee to The Water Works Board of the City of Birmingham (“Owner”), as obligee, the faithful performance of the Contract the Contractor has entered into with the Owner for the \_\_\_\_\_ (“Work”), covered by the Contract Documents to which this Bond is attached by this reference, and do hereby jointly and severally bind the Contractor and Surety, its successors, legal representatives and assigns, in favor of the Owner, in the full and true sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, payable on demand to the Owner.

NOW, THE CONDITION of this obligation is that if the Contractor (a) faithfully performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the Surety) and during any correction period; (b) also performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, notice of which modifications the Surety hereby expressly waives; (c) fully secures and protects the Owner, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney’s fees made necessary or arising from the failure, refusal or neglect of the Contractor, to comply with the obligations assumed by Contractor; and (d) delivers all the Work to the Owner free from all claims, liens and expenses; then this obligation shall become null and void, otherwise, this obligation shall remain in full force and effect.

The Contractor and Surety specifically acknowledge and agree to be bound by the following:

A. Article 15 of the General Conditions governing termination of the Contractor for convenience or cause and default of the Surety and shall be binding on the Surety and Contractor. (See Appendix II for information on this article.)

B. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety’s obligations, under this Bond. The Surety hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

C. It is the intention of the Contractor, Surety and Owner that the Surety shall be bound by all terms and conditions of the Contract Documents and this Performance Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Ala. Code 1975, Title 39.

D. In the event Owner is required to initiate legal action to enforce the provisions of this Bond, then Contractor and Surety shall reimburse the Owner for all costs incurred by Owner, including, but not limited to, costs of court and reasonable attorney’s fees.

**IMPORTANT:** The **Surety** shall provide proof satisfactory to the **Owner** (a) that the **Surety** is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Performance Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the **Surety**

Address and Telephone of agent who is licensed in Alabama

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\*\* If agent above is NOT an Alabama Resident Agent, complete section listed below; Otherwise, indicate not applicable (N/A).

Address and Telephone of Alabama Resident Agent who is licensed in Alabama

**CONTRACTOR** (Sign & Print Full Name) **(CORPORATE SEAL HERE)**

By: \_\_\_\_\_

Witness \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY** (Sign & Print Full Name)

Agent: \_\_\_\_\_

**(SURETY SEAL HERE)**

Witness \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

(Attach certified copy of Power of Attorney)

State of Alabama Insurance License No. (Attorney-in-Fact) \_\_\_\_\_

State of Alabama Insurance License No. (Alabama Resident Agent, if applicable) \_\_\_\_\_

**NOTARY PUBLIC**

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

My commission expires \_\_\_\_\_

**(NOTARY SEAL HERE)**

**LABOR AND MATERIAL PAYMENT BOND FOR BWB PROJECT**

**BOND/CERTIFICATE NO.** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_

**BE IT KNOWN**, that on this \_\_\_\_\_ day of the month of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, duly commissioned and qualified, in and for the County of Jefferson, State of Alabama, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared \_\_\_\_\_ (“**Contractor**”), herein represented by \_\_\_\_\_, its \_\_\_\_\_, as Principal, and \_\_\_\_\_ (“**Surety**”), of the State of \_\_\_\_\_, herein represented by \_\_\_\_\_, its \_\_\_\_\_, who jointly and severally guarantee to The Water Works Board of the City of Birmingham (“**Owner**”), as obligee, the faithful performance of the Contract the **Contractor** has entered into with the **Owner** for the (\_\_\_\_\_), covered by the Contract Documents to which this Bond is attached by this reference, and do hereby jointly and severally bind the **Contractor** and **Surety**, its successors, legal representatives and assigns, in favor of the **Owner**, in the full and true sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, payable on demand to the **Owner**.

**NOW, THE CONDITION** of this obligation is that if the **Contractor** (a) faithfully and promptly pays all Claimants as provided by Law and pays all wages of laborers, workmen, or mechanics, to be employed by any Subcontractor, or by or to Subcontractors, and used in the construction, erection, alteration, installation, or repairs called for by the Contract; (b) promptly pays for all materials or supplies furnished to the **Contractor** or by or to any Subcontractor, for use in machines used by the **Contractor**, or any Subcontractor, in the construction, erection, alteration, installation, or repair of the **Work**; (c) fully secures and protects the **Owner**, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney’s fees made necessary or arising from the failure, refusal or neglect of the **Contractor**, to comply with the obligations assumed by **Contractor**; and (d) delivers all the **Work** to the **Owner** free from all claims, liens and expenses, then this obligation shall remain in full force and effect.

The **Contractor** and **Surety** specifically acknowledge and agree to be bound by the following:

- A.** No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the **Surety’s** obligations, under this Bond. The **Surety** hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.
- B.** It is the intention of the **Contractor**, **Surety** and **Owner** that the **Surety** shall be bound by all terms and conditions of the Contract Documents and this Labor and Material Payment Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the **Owner** shall be protected to the full extent provided by Ala. Code 1975, Title 39. No action under this Bond may be commenced by any Claimant unless the Claimant asserts a claim and brings action against the **Surety** or **Contractor** or both as provided in Ala. Code 1975 Title 39.
- C.** In the event **Owner** is required to initiate legal action to enforce the provisions of this Bond, then **Contractor** and **Surety** shall reimburse the **Owner** for all costs incurred by **Owner**, including, but not limited to, costs of court and reasonable attorney’s fees.

**IMPORTANT:** The **Surety** shall provide proof satisfactory to the **Owner** (a) that the **Surety** is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Labor and Material Payment Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the **Surety**

Address and Telephone of agent who is licensed in Alabama

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\*\* If agent above is NOT an Alabama Resident Agent, complete section listed below; Otherwise, indicate not applicable (N/A).

Address and Telephone of Alabama Resident Agent who is licensed in Alabama

**CONTRACTOR** (Sign & Print Full Name) **(CORPORATE SEAL HERE)**

By: \_\_\_\_\_

Witness \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY** (Sign & Print Full Name)

Agent: \_\_\_\_\_

**(SURETY SEAL HERE)**

Witness \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

(Attach certified copy of Power of Attorney)

State of Alabama Insurance License No. (Attorney-in-Fact) \_\_\_\_\_

State of Alabama Insurance License No. (Alabama Resident Agent, if applicable) \_\_\_\_\_

**NOTARY PUBLIC**

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

My commission expires \_\_\_\_\_

**(NOTARY SEAL HERE)**





## **NON-DISCRIMINATION POLICY**

The Birmingham Water Works Board (BWVB) values the diversity of the people with whom we work and the contributions they make. Accordingly, the BWVB is committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, independent contractors, and vendors.

The BWVB is an equal opportunity employer and all decisions regarding recruiting, hiring, promotion, assignment, training, termination, selection of volunteers and vendors, and other terms and conditions of employment will be made without consideration of age, sex, race, color, religion, gender, gender identity or expression, national origin, sexual orientation, disability, marital status, veteran status, pregnancy status, political opinion, work-related injury, or any other factor, characteristic or trait protected by applicable national, state or local laws.

Members of our community are encouraged to raise concerns or make complaints regarding discrimination or harassment under this policy without the fear of retaliation. It is a violation of BWVB policy to retaliate against an individual for raising a good-faith concern regarding workplace discrimination or harassment; filing a complaint for discrimination or harassment; or, for cooperating in an investigation of alleged discrimination or harassment. Any person found to be in violation of this policy is subject to disciplinary action.

Discrimination, harassment, disrespectful or inappropriate behavior, unfair treatment or retaliation of any kind will not be tolerated. This policy applies not only to BWVB employees but also to the volunteers, independent contractors, and business partners with whom we work. BWVB employees, volunteers, independent contractors, and other constituents, whenever and wherever those individuals are conducting BWVB business or participating in BWVB events or activities, shall maintain an environment free of discrimination, harassment, and retaliation.

Any employee who has a question or concern regarding any type of discrimination or harassment is encouraged to bring it to the attention of his/her manager or the Human Resources Department.

Vendor agrees and warrants that contractor does not discriminate or permit discrimination against any employee or applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity or national origin.



**NON-DISCRIMINATION POLICY**

Executed

Contractor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title of Person Signing:  
\_\_\_\_\_

Date Signed: \_\_\_\_\_



The Birmingham  
Water Works Board

**Directors/ Officers**

Tereshia Huffman  
*Chairman/President*

George Munchus, Ph.D.  
*First Vice-Chairman/  
First Vice President*

Lucien Blankenship, Esq.  
*Second Vice-  
Chairman/ Second Vice  
President*  
William "Butch" Burbage, Jr., CPA  
*Secretary-Treasurer*

Tereshia Q. Huffman  
*Assistant Secretary-Treasurer*

Tom E. Henderson  
*Director*

Dalton NeSmith, Jr., Esq.  
*Director*

Chris Rice  
*Director*

Larry Ward  
*Director*

---

Michael Johnson, MBA, CPA  
**General Manager**

**Assistant  
General Managers**

Iris Fisher, CPA  
*Finance & Administration*

Derrick M. Murphy, MEng  
*Engineering & Maintenance*

Phillip King, PE *Operations &  
Technical Services*

**RE: Request for Company Product and Service Information**

To Whom It May Concern:

This correspondence is to request information on your company's profile, specific products, and services you are interested in providing to the Birmingham Water Works Board. We are honored to have the opportunity to work with you and learn more about your company's mission.

The Birmingham Water Works Board's mission states "The BWWB is committed to providing the highest quality of water to meet the needs and expectations of our customers and stakeholders. Our services enhance the economic, social and environmental well-being of the communities we serve."

The Board is very interested in discovering how your products or services can help meet its mission. Please provide details about your company's products, services, and supplier diversity program, as well as any additional documents to further explain your offerings. Per the goals of our mission to strive to be a concerned corporate citizen, please provide information on how your company has been engaged in the community, as well as the Birmingham Water Works service area.

You can learn more about the Birmingham Water Works Board at [www.bwwb.org](http://www.bwwb.org). Please submit the referenced request to Jonathan Jett, via email at [jonathan.jett@bwwb.om](mailto:jonathan.jett@bwwb.om). Please contact me if I can answer any questions. I look forward to hearing from you soon.

Sincerely,

Derrick M. Murphy, MEng  
Assistant General Manager  
Engineering and Maintenance

CC: Rosalind Jones - Comptroller



## Supplier Diversity/Community Involvement Program Questionnaire

Supplier Diversity Program (SDP) promote supplier diversity in public contracting in a manner that develops, strengthens and increases business opportunities for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Veteran Business Enterprise (VBE). Please fill-out the following information on your company's SDP.

1. Supplier Name:

---

2. Contact Person and Title:

---

3. Contact Person's Email:

---

4. Contact Person's Office# :

---

5. Does your company have a Supplier Diversity Program:

a. If yes, please provide your website or any information pertaining to your SDP.

6. Community involvement is the **power to bring positive, measurable change to both the communities in which you operate and to your business**. Please provide any involvement with the community that your company participates in: Ex: charities, scholarships, etc. (United Way, Salvation Army, Children's Hosp., H2O Foundation, etc.)





**BWWB CONTRACTORS EEO REPORT**

1. Select Appropriate Response

2. COMPANY NAME, CITY, STATE:

3. BWWB PROJECT/WORK LOCATION (CITY, COUNTY AND STATE)

JOB CATEGORIES	TABLE A																TABLE B					
	TOTAL EMPLOYED		TOTAL RACIAL/ETHNIC MINORITY		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS																						
SUPERVISORS																						
FOREMEN/WOMEN																						
CLERICAL																						
EQUIPMENT OPERATORS																						
MECHANICS																						
TRUCK DRIVERS																						
IRONWORKERS																						
CARPENTERS																						
CEMENT MASONS																						
ELECTRICIANS																						
PIPEFITTERS/PLUMBERS																						
PAINTERS																						
LABORERS - SEMI SKILLED																						
LABORERS - UNSKILLED																						
TOTAL																						

APPRENTICES																						
OTJ TRAINEES																						

4. PREPARED BY:  
*(Signature and Title of Contractor Representative)*

5. DATE

6. REVIEWED BY:  
*(Signature and Title of BWWB Representative)*

7. DATE

# THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

## General Mission Statement

The Water Works Board of the City of Birmingham ("BWVB") has adopted a voluntary Historically Underutilized Business ("HUB") Program designed to encourage the participation of HUB firms in construction projects and goods and services. To that end, the BWVB will not exclude any firm from participation in, deny any person benefits of, or otherwise discriminate in connection with the award and performance of BWVB construction contracts and goods and services bids based on racial gender social or economic status.

It is the intent of the BWVB to foster competition among contractors, suppliers, and vendors that will result in better quality and more economical services for the BWVB. Under this program, the BWVB has established a goal of 30% participation of HUB firms for services required for BWVB construction projects goods and services. The BWVB's stated goal will not be the determining factor in construction and goods and services contract awards; rather bidders must demonstrate compliance with the Good Faith Efforts, more particularly outlined below, toward meeting said goal.

Failure on the part of a bidder to fully submit the information required herein may be considered by the BWVB in evaluating whether the bidder is responsive to bid requirements.

NOTE: If Bidder is a direct manufacturer/direct supplier of the goods or services sought in this Bid and has no opportunities for HUB participation, Bidder should fill out the Direct Manufacturer/Supplier Certification Form 6.

## Program Goals

- To ensure nondiscrimination in the award and administration of BWVB construction contracts and goods and services.
- To help to remove barriers to the participation of HUB firms in receiving BWVB construction contracts and bids for goods and services.
- To create a level playing field on which HUB firms can compete fairly for BWVB construction contracts and bids for goods and services.

## Definitions

1. Historically Underutilized Business (HUB): A business formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by one or more American citizens or permanent resident aliens who are: Minority Business Enterprise (MBE); Women's Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE) and Disable Veteran Business Enterprise (DVBE); (herein sometimes collectively referred to as HUB).
2. Minority Business Enterprise (MBE): A business that is formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by a person who is a member of the following groups: African/Black Americans; Hispanic Americans; Asian Pacific Americans; Subcontinent Asian Americans; Native Americans or American Women.

3. **Disadvantaged Business Enterprise (DBE):** A business that is formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by one or more socially and/or economically disadvantaged individuals. A socially disadvantaged individual is one who has been a subject of racial, ethnic or gender bias because of their membership in a group. An economically disadvantaged individual is one whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit.
4. **Women's Business Enterprise (WBE):** A business enterprise formed for the purpose of making a profit and is at least 51% owned, operated and/or controlled by American citizens or permanent resident aliens who are women.

### **Resources for Identifying HUB Participants**

The following are resources for identifying HUB participants. Each bidder/prime contractor must show proof that where appropriate, these other resources were contacted for assistance in identifying Hub participants. The other resources are:

1. **Alabama State Black Chamber of Commerce;** Jeny Mitchell, Email: [wehelp@alblackcc.org](mailto:wehelp@alblackcc.org); Website: [admin@naaachamber.org](mailto:admin@naaachamber.org); Phone: (256) 551-0673
2. **Alabama Department of Economic and Community Affairs, Office of Minority Business Enterprise,** Mr. Scott Stewart, Manager; Phone (334) 353-3966; FAX (334) 353-4311  
Email; [Scott.stewart@adeca.alabama.gov](mailto:Scott.stewart@adeca.alabama.gov)
3. **Birmingham Airport Authority;** Phone (205) 595-0533; FAX (205) 599-0538  
Website: [info@flybirmingham.com](mailto:info@flybirmingham.com)
4. **Alabama Department of Transportation Disadvantaged Business Enterprises;** Walter Carr  
Phone: (334) 242-6242; FAX (334) 242-6256; Email: [carrw@dot.state.al.us](mailto:carrw@dot.state.al.us)  
Website: [www.dot.state.al.us](http://www.dot.state.al.us)
5. **Department of Innovation & Economic Opportunity;** Coreata Houser, Deputy Director  
Phone (205) 254-2799; FAX (205) 254-7741; Email: [coreata.bouser@birmingham.al.gov](mailto:coreata.bouser@birmingham.al.gov)
6. **Alabama Department of Transportation;** Phone (334) 244-6261  
Website: [www.dot.state.al.us](http://www.dot.state.al.us)
7. **Governor's Office of Minority and Women's Business Enterprises**  
Phone 1-800-447-4191 and (334) 242-2220; FAX (334) 242-4203
8. **U.S. Department of Commerce Minority Business Development Agency**  
Phone: (404) 730-3300; FAX (404) 730-3313; Website; [www.mbda.gov](http://www.mbda.gov)
9. **U.S. Small Business Administration, Alabama District Office**  
Phone: (205) 290-7101; FAX (205) 290-7404; Email: [Carol.house@sba.gov](mailto:Carol.house@sba.gov)  
Website: [www.sba.gov/offices/district/al/birmingham](http://www.sba.gov/offices/district/al/birmingham)



10. **U.S. Department of Transportation Office of Small and Disadvantaged Business Utilization**  
Phone: (202) 366-7228; FAX (202) 366-7228
11. **National Association of Minority Contractors;** Website: [www.namc-atl.org](http://www.namc-atl.org)
12. **BCIA (Birmingham Construction Industry Authority)** Contact: Kimberly Baylor Bivins, kbaylorbivins@bcial.org; or Ashley Orl, aorl@bcial.org
13. **Minority Supplier Development Council Southern Regions;** Contact Mark Samuels;  
Phone (504) 293-0404; FAX (504) 293-0401; Email: [msamuel@snsdc.org](mailto:msamuel@snsdc.org)
14. **Birmingham Business Resource Center;** Website: [www.mybbrc.biz](http://www.mybbrc.biz); Contact: Brandon Pettagrué, [brandon@bbrc.biz](mailto:brandon@bbrc.biz) or Bob Dickerson, [bdickerson@bbrc.biz](mailto:bdickerson@bbrc.biz), 205-250-6380 ext. 6610
15. **Department of Veterans Affairs;** Brandon Miller, [brandon.miller@va.alabama.gov](mailto:brandon.miller@va.alabama.gov)

### **Affirmative Steps for Good Faith Solicitation**

All bidders must submit to BWWB in their sealed bids evidence of the following Affirmative Steps taken to utilize HUB's. These Affirmative Steps are required methods to ensure that HUB's have the opportunity to compete for contracts with BWWB.

It is up to BWWB to make a fair and reasonable judgement whether a bidder/prime company made adequate good faith efforts. The BWWB will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/prime company made. The efforts employed by the bidder/prime company should be those that one could reasonably expect a bidder/prime company to take if the bidder/prime company were actively and aggressively trying to obtain HUB participation sufficient to meet the HUB Program goals.

Below is a list of types of steps that BWWB will consider as part of the bidder's/prime company's good faith efforts to obtain HUB participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Ensure HUBs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising, and written notices) the interest of all certified HUB's who have the capability to perform the work of the contract. The bidder/prime company must solicit this interest within sufficient time to allow the HUBs to respond to the solicitation. The bidder/prime company must determine with certainty if the HUBs are interested by taking appropriate steps to follow up initial solicitations.
2. Make information on forthcoming opportunities available to HUB's and arrange time frames for the submission and finalization of contracts and established delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by HUB businesses in the competitive process. This includes, at a minimum, seeking and receiving solicitations for contract bids or proposals 2 calendar days before sealed bids are due to BWWB.
3. Once the contract has been awarded, the prime company should continue to use its best efforts to further increase HUB participation toward reaching the BWWB stated goal.
4. Consider in the bidding process when competing for large contracts the possibility of dividing total requirements whenever economically feasible into smaller tasks or quantities to permit maximum participation by HUBs in the competitive process.

5. Encourage contracting with a consortium of HUB's when a contract is too large for one such firm to handle individually.
6. Negotiate in good faith with interested HUB sub-companies. Evidence of such good faith negotiations should include the names, addresses, and telephone numbers of HUB sub-companies that were considered; a description of the information provided regarding the request for proposal, request for qualifications, plans and specifications for the work selected for contracting; and evidence as to why additional agreements could not be reached for HUB sub-companies to perform the work.
7. Provide documented proof of steps taken to comply with items 1 through 7 above.

**Bidders/Prime companies must submit or provide the following HUB Forms as outlined below:**

- 1) **Acknowledgement of HUB Program (HUB Form 1)**. All bidders are to read, sign and include in their sealed bid the Acknowledgement of HUB Program, indicating that they fully understand and will voluntarily participate in and follow the guidelines and instructions included in the BWB HUB Program.
- 2) **HUB Compliance Form (HUB Form 2)**. This form must be completed and included with all sealed bids for goods and services/public works with the BWB.
- 3) **HUB BID SOLICITATION NOTICE {HUB FORM 3}**. All bidders shall complete this form and submit to the BWB and the HUB Consultant no later than seven (7) days after the scheduled date of the pre-bid conference. This form may be submitted in person at the pre-bid conference. Prospective bidders are to submit with their bid documents a copy of their HUB Form 3 with acknowledgement of receipt box completed by the HUB Consultant. (This form is used for Public Works bids only)
- 4) **HUB Sub-company Participation Form (HUB Form 4)**. This form gives a HUB sub-company the opportunity to describe the work the HUB sub-company received from the bidder/prime company, how much the HUB sub-company was paid, and any other concerns the HUB sub-company might have. Bidder/prime company shall provide copies of HUB Form 4 to all HUB sub-companies.
- 5) **HUB Sub-company Performance Form (HUB Form 5)**. This form captures an intended HUB sub-company's description of work to be performed for the bidder and the price of the work proposed to be performed by the HUB sub-company. This form is to be provided by the bidder to each HUB sub-company and submitted along with the HUB Compliance Form included in the bid documents.
- 6) **HUB Direct Manufacturer/Supplier Certification (HUB Form 6)**. This form captures the direct manufacturers or suppliers of goods and services sought in the bid and have no distributors, wholesalers, retailers, or other intermediaries, and thus do not have any opportunities for HUB participation in this Bid. **(This form is used for Goods and Services bids only)**

7) **HUB Sub-company Utilization Form (HUB Form 6)**. This form captures the bidder's/prime company's intended use of an identified HUB sub-company and the estimated dollar amount of the work. This form is to be completed by the bidder/prime company and submitted with the HUB Compliance Form included in the bid documents.

**(This form is used for Public Works bids only)**

8) **Changes to Approved HUB Compliance Form (HUB Form 7)**. If any changes, substitutions, or additions are proposed to the sub-company identified in the bid or any other time during the work, the bidder/prime company must submit this information to BWWB for prior written approval. No changes to the sub-company can occur without the BWWB's prior written consent.

**(This form is used for Public Works bids only)**

9) **Monthly Report Form (HUB Form 8)**. With each monthly pay request submitted to BWWB, the prime company is required to submit updated monthly **HUB Form 8** reports which identify HUB firms' participation. Monthly pay requests **will not be processed** without the updated list of HUB firms.

**(This form is used for Public Works bids only)**

10) **Project Close-out Report (HUB Form 9)**. Upon completion of the contract and prior to final payment or release of retainage, the prime company is required to submit a **HUB Form 9** Project Close- Out Report that includes a final listing of all HUB participants on the project. The Project Close-Out Report, with documented HUB participation, is a prerequisite to process the final pay request.

**(This form is used for Public Works bids only)**

Sub-companies must be certified as HUBs in order to be counted toward the bidder's/prime company's HUB accomplishments.

The documentation of the good faith solicitation efforts must be detailed in order to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The bidder/prime company is strongly encouraged to follow up on each written, fax, or email solicitation with at least one logged phone call.

The bidder/prime company must employ the affirmative steps set out above to subcontract with HUB, even if the bidder/prime company has met its goal of HUB participation.

If a HUB sub-company fails to complete work under the subcontract for any reason, the prime company must notify BWWB in writing prior to any termination and must employ the good faith efforts described above if using a replacement sub-company. Any proposed changes from an approved HUB sub-company must be reported to BWWB on the Changes to Approved HUB Compliance Form (**HUB Form 7**) prior to initiation of the action.

HUB FORM ONE  
(HUB Program Acknowledgment)

The Water Works Board of the City of Birmingham ("BWVB") has initiated a program to encourage the participation of HUB companies (as that term is defined in the HUB Program) on BWVB' s Goods and services/Public works bids. This signed statement serves as an acknowledgment by the undersigned bidder/Prime company that it fully understands and will voluntarily participate in and follow the guidelines and instructions included in the BWVB HUB Program.

Company: \_\_\_\_\_

Submitted By (Print Name and Job Title): \_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

HUB FORM TWO  
(HUB Program Compliance Instructions)

Please submit the following with the HUB COMPLIANCE FORM:

- I. List of all committed and uncommitted subcontractors by trade, including\_ company name, address, telephone number, contact person, dollar amount of subcontract, and HUB status. Indicate in writing if no solicitations were made because the contractor intends to use only its own forces to accomplish the work.
- II. Proof of HUB certification for each subcontractor listed as a HUB.
- III. Documentation of solicitation effort for prospective HUB firms, such as fax confirmation sheets, copies of solicitation letters/emails, printout of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime contractor is strongly encouraged to follow up each written, fax, or email solicitation with at least one logged phone call.
- IV. Justification for not selecting a certified HUB subcontractor that submitted a low bid for any subcontract area.
- V. HUB Form 5 - HUB Subcontractor Performance Form.
- VI. HUB Form 6 - HUB Subcontractor Utilization Form.

HUB FORM TWO

HUB Compliance Form

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR HUB COMPLIANCE. THE PROPOSED BIDDER/PRIME COMPANY SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE **PRIOR** TO SUBMITTAL.

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this contract regarding HUB solicitation and utilization. I further certify criteria used in selecting sub-companies and suppliers were applied equally to all potential participants and that HUB Sub-company Participation Form (HUB Form 4) and HUB Sub-company Performance Form (HUB Form 5) were distributed to all HUB contractors.

Bidder/Prime Company:

---

Bidder/Prime Company (Printed- Authorized Signing Agent Name and Title):

---

Authorized Signature and Date:

---

**GENERAL INFORMATION**

Owner's Name:

---

Owner phone number/email:

---

Bidder/prime company:

---

Bidder/prime company Point of Contact:

---

**HUB BID FORM3 SOLICITATION NOTICE CATEGORIES**

(Only for Public Works Bids)

Check all categories that apply to the referenced project:

- Demolition: \_\_\_\_\_
- Dewatering: \_\_\_\_\_
- Geotechnical Work: \_\_\_\_\_
- Material Testing: \_\_\_\_\_
- Site Clearing and Grubbing: \_\_\_\_\_
- Grading/Earthwork: \_\_\_\_\_
- Erosion Control/Silt Fence: \_\_\_\_\_
- Fencing: \_\_\_\_\_
- Grassing: \_\_\_\_\_
- Landscaping/Plantings: \_\_\_\_\_
- Pavement Striping/Marking: \_\_\_\_\_
- T.V. Inspection: \_\_\_\_\_
- Prep Manholes for Rehabilitation: \_\_\_\_\_
- Pipe Point Repairs: \_\_\_\_\_
- Hauling/Trucking: \_\_\_\_\_
- Concrete Curb & Gutter: \_\_\_\_\_
- Concrete Sidewalks: \_\_\_\_\_
- Pour & Finish Concrete Flat Work: \_\_\_\_\_
- Concrete Formwork: \_\_\_\_\_
- Install Reinforcing Steel: \_\_\_\_\_
- Point Patch & Rub Concrete: \_\_\_\_\_
- Cementitious Coatings: \_\_\_\_\_
- Masonry Work: \_\_\_\_\_
- Wood Cabinets: \_\_\_\_\_
- Asphalt Shingle Roofing: \_\_\_\_\_
- Built-up Roofing: \_\_\_\_\_
- Metal Roofing: \_\_\_\_\_
- Gutters and Downspouts: \_\_\_\_\_
- Waterproofing/Dampproofing: \_\_\_\_\_
- Insulation: \_\_\_\_\_
- Glass & Glazing: \_\_\_\_\_
- Gypsum Wall Board System: \_\_\_\_\_
- Ceramic/Quarry Tile: \_\_\_\_\_
- Resilient Flooring: \_\_\_\_\_
- Acoustical Ceilings: \_\_\_\_\_
- Carpet: \_\_\_\_\_
- Wall Coverings: \_\_\_\_\_
- Painting: \_\_\_\_\_
- HVAC: \_\_\_\_\_
- Plumbing: \_\_\_\_\_
- Electrical: \_\_\_\_\_
- Underground Duct Banks: \_\_\_\_\_
- Material Supply: \_\_\_\_\_
- Other: \_\_\_\_\_

**HUBFORM4**  
**HUB Sub-Company Participation Form (Part 1)**

Bidders/prime companies must provide this form to its HUB sub-companies. This form gives a **HUB** sub-company the opportunity to describe work received and/or report any concerns regarding the project (e.g., in areas such as termination by prime company, late payments, etc.). The HUB sub-company can complete and submit this form to BWB at any time during the project period of performance.

Sub-Company Name:	Bid Name:	
Bid/Proposal No.		Point of Contact:
Address:		
Telephone No.	Email Address:	
Prime Company Name:		

Contract Item Number	Description of Work Received from the Prime Company Involvin2 Constructio Services. Eauipment or Sunnlies	Amount Received by Prime Comnanv





**HUBFormS**

**HUB Sub-Company Performance Form {Part 1}**

This form is intended to capture the HUB Sub-company's description of work to be performed and the price of the work submitted to the HUB. Bidder/Prime company must require its Sub-company to complete this form and include all completed forms in the sealed bid package.

Sub-Company Name:	Bid Name:
Bid/Proposal No.	Point of Contact:
Address:	
Telephone No.	Email Address:
Bidder Name:	

Contract Item Number	Description of Work Submitted to the Bidder/Prime Company Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to Bidder/ Prime Company

**HUB Sub-Company Performance Form 5 (Part 2)**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the Sub-company above. Bidder/Prime company is aware that in the event of a replacement of a Sub-company; it will adhere to the replacement requirements set forth in HUB program.

<b>Bidder/Prime Company Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Sub-company Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

**If this form does not apply, please write NA, sign and return**

**Form6**

**HUB Sub-Company Utilization Form (Part 1)**

This form is intended to capture the bidder's/Prime company actual and/or anticipated use of identified certified HUB Sub-company, the date the HUB Sub-company submitted the bid or proposal, and the estimated dollar amount of each contract. This form must be completed and included in the sealed bid package. Bidder/Prime company should also maintain a copy of this form on file.

Company Name:	Bid Name:
Bid/Proposal No.	Point of Contact:
Address:	
Telephone No.	Email Address:

<del>Sub-companies</del> I have identified potential HUB certified				
If yes, please complete the table below. If no, please explain:				
Sub-Company Name/ Company Name	Company Address/Phone/Email	Solicitation Date	Est. Dollar Amt.	Currently HUB Certified <i>YIN</i>

Continue on back if needed

**HUB Subcontractor Utilization Form 6 (Part 2)**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the Sub-company above. I am aware of that in the event of a replacement of a Sub-company; I will adhere to the replacement requirements set forth in HUB Program.

<b>Bidder/Prime Company Signature</b>	<b>PrintName</b>
<b>Title</b>	<b>Date</b>

HUB Form 7

Changes to Approved HUB Compliance Form  
(Only for Public Works Bids)

**CERTIFICATIONS:**

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this contract regarding **HUB** solicitation and utilization. I **further certify that criteria used in selecting Sub-companies were applied equally to all potential participants.**

\_\_\_\_\_ Date \_\_\_\_\_  
(Prime Company signature)

\_\_\_\_\_  
(Printed name and title)

**GENERAL INFORMATION:**

- (1) If an approved Sub-company is terminated or replaced, please identify this company and briefly state reason.
- (2) For new or additional Sub-companies, list name, trade, address, telephone number, contact person, dollar amount of contract, and HUB status.
- (3) Attach proof of HUB certification for each Sub-company listed as a HUB.
- (4) Attach documentation of solicitation effort for prospective HUB firms, such as fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, affidavits of publication in newspapers, etc. The prime company is strongly encouraged to follow up each solicitation with at least one logged phone call.
- (5) Provide justification for not selecting a certified HUB Sub-company that submitted a low bid for any contract area.



**HUB FORM 9**

(Only for Public Works Bids)

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

**PROJECT CLOSEOUT REPORT**

GENERAL CONTRACTOR: \_\_\_\_\_

CONTACT: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

TOTAL PROJECT AMOUNT\$ \_\_\_\_\_  
(BID AMOUNT)

FINAL PROJECT AMOUNT\$ \_\_\_\_\_  
(FINAL AMOUNT INCLUDING CHANGE ORDERS)

DATE SUBMITTED: \_\_\_\_\_

List Each HUB Firm Utilized	Original Contract Amount (\$)	Final Contract Amount (\$)	Changes in Original and Final Contract Amounts(\$)
<b>Totals</b>			

**Instructions:**

1. Complete this form regarding the HUB firms utilized upon completion of the specified project.
2. Submit completed form to BWWB with request for release of retainage.
3. If no HUB firm is utilized, write/type "NIA" in the first blank in the left-hand column.

**\*\*END OF HUB PROGRAM SECTION\*\***



BID#: \_\_\_\_\_

# NOBID

If you are not bidding on this service/commodity, please complete and return this form to: **Birmingham Water Works, Attn: Purchasing Manager, 3600 First Avenue North, Birmingham, Alabama 35222.** All Statement of No Bid forms must be received prior to the bid opening.

*Failure to respond may result in deletion of vendor's name from the Vendor/Contractor's list for the Birmingham Water Works Board*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

We, the undersigned have declined to respond to your Bid No. \_\_\_\_\_ for \_\_\_\_\_ because of the following reasons.  
(SeJ;Vice/Commodity)

\_\_\_ Specifications too "tight", i.e., geared toward one supplier or manufacturer only.  
(explain below)

\_\_\_ Insufficient time to respond to the Bid.

\_\_\_ We do not offer this product/service.

\_\_\_ Specifications unclear. (explain below)

\_\_\_ Unable to meet bond requirements.

\_\_\_ Other (specify below)

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Print or Type)

April 16, 2024

BID24-12-01

**BID FORM**

Edward Travis, Purchasing Manager  
The Water Works Board of the City of Birmingham  
3600 1<sup>st</sup> Avenue North  
Birmingham, AL 35222

Below is our firm bid for items and services by your “Invitation to Bid” and “Specifications and Conditions” for Janitorial Services. The Pre-Bid site visit will be in person Wednesday, April 24 @ 10:00 a.m. and Thursday, April 25, 2024 at 1:00 p.m.. The Bid Opening date is set for Tuesday, April 30, 2024. The undersigned has read and understands said “Invitation to Bid” and “Specifications and Conditions” and expressly agree to be bound by the terms. A separate contract will be awarded for each location.

As part of the proposal, please provide the following information as part of or in addition to the attached Questionnaire.

- A. Provide an understanding of the work to be performed and specific tasks to be performed to meet objectives.
- B. Provide capability data, including references.
- C. Provide a schedule for performing specific tasks.
- D. Provide the reporting procedure to verify the completion of tasks.

	<b>Per Month</b>	<b>Annual</b>
Cleaning service for Main Office Building -Day shift	\$ _____	\$ _____
Cleaning service for Main Office Building -Night shift	\$ _____	\$ _____
Cleaning service for Payment Center – Day Shift*	\$ _____	\$ _____
Cleaning service for Payment Center – Night Shift*	\$ _____	\$ _____
Cleaning service for Transportation Building	\$ _____	\$ _____
Cleaning Service for Distribution Building (including outside meter shop)	\$ _____	\$ _____
Cleaning service for E & M Building	\$ _____	\$ _____
Cleaning service for Warehouse Building	\$ _____	\$ _____
Cleaning service for Enviro-Lab Building	\$ _____	\$ _____

**Per Month**

**Annual**

Cleaning service for Land Administration Trailer	\$ _____	\$ _____
Cleaning service for Water-Quality Trailer	\$ _____	\$ _____
Cleaning service Environmental Trailer	\$ _____	\$ _____
Cleaning service for Engineering Trailer	\$ _____	\$ _____
Cleaning service for Pressure Complaints Trailer	\$ _____	\$ _____
Cleaning service Guard Shack	\$ _____	\$ _____
Cleaning service Industrial & Commercial Trailer	\$ _____	\$ _____
Cleaning service Training Trailer	\$ _____	\$ _____

**OFF-SITE BUILDINGS**

Cleaning service Chemical Plant Building	\$ _____	\$ _____
Cleaning service Cahaba P. S. Museum	\$ _____	\$ _____

**Grand Total** \$ \_\_\_\_\_

## PERSONNEL

	Number of People	Per Hourly Rate \$
Cleaning service for Main Office Building- Day Shift*	_____	_____
Cleaning service for Main Office Building- Night Shift*	_____	\$ _____
Cleaning service for Payment Center – Day Shift*	_____	\$ _____
Cleaning service for Payment Center – Night Shift*	_____	\$ _____
Cleaning service for Transportation Building Cleaning service Distribution Building (including outside meter shop)	_____	\$ _____
Cleaning service Distribution Warehouse Cleaning service for E & M Building	_____	\$ _____
Cleaning service for Warehouse Building Cleaning service for Enviro-Lab Building Cleaning service for Land Administration Trailer Cleaning service for Water-Quality Trailer Cleaning service Enviro - Service Trailer Cleaning service for Engineering Trailer Cleaning service for Pressure Complaint Trailer Cleaning service Resource Center	_____	\$ _____
Guard Shack	_____	\$ _____
Training Trailer	_____	\$ _____
Cleaning service Chemical Plant Building Cleaning service Cahaba P. S. Museum	_____	\$ _____

**Special Cleaning for COVID-19**  
**Hourly Rate**

**Main Building (1) Person** – Monday – Friday (8:00 a.m. – 4:00 p.m.)

Special cleaning – Sanitizing & disinfecting, mainly wiping down high traffic areas, desks, doorknobs, windows, disinfecting & sanitizing restrooms if needed or performing other duties as required.

\$ \_\_\_\_\_

**Payment Center Lobby (2) persons** – Monday – Friday (8:00 a.m. – 4:00 p.m.)

Special Cleaning – Sanitizing & Disinfecting after each customer, constantly wiping down counters, windows, or other duties.

\$ \_\_\_\_\_

**Payment Center Building (2) persons** – Monday – Friday (8:00 a.m. – 4:00 p.m.)

Special Cleaning – Sanitizing & disinfecting high traffic areas, wiping down desks, doorknobs, sanitizing & disinfecting restrooms if needed, or performing other duties as required.

\$ \_\_\_\_\_

**This information is requested only if needed in case of another outbreak of COVID.**  
**DO NOT INCLUDE THIS PRICING WITH THE JANITORIAL PRICING**

Note: Bid must be submitted in a sealed Envelope, directed to the attention of the Purchasing Manager, and marked in the Lower left-hand corner as follows:

**“BID on Janitorial Services (Yearly) due Tuesday, April 30, 2024 @ 10:00 a.m.”**

DATE \_\_\_\_\_

COMPANY \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

TERMS \_\_\_\_\_

EMAIL \_\_\_\_\_

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Type or Print)

**SUPERVISOR CONTACT:**

NAME \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_