

**CITY OF SARALAND**

**August 15, 2018**

**REQUEST FOR PROPOSALS,**

**GENERAL SPECIFICATIONS**

**AND**

**CONTRACT DOCUMENTS**

**FOR**

**SOLID WASTE COLLECTION AND DISPOSAL**

## **REQUEST FOR PROPOSALS**

For

Solid Waste Collection and Disposal:

Sealed proposals are invited and will be received by the City of Saraland for collection and disposal of solid waste for said City.

Proposals must be taken on the Proposal Forms and in accordance with instructions to Proponents furnished by the City.

The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are attached hereto.

Proposals must be delivered to, and be on file with, the City on or before October 11, 2018, 12:00 noon. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Residential Solid Waste Collection".

Proposals will be publicly opened and read during the Council meeting beginning at 6:30 p.m. on the aforementioned date in the Council Chamber at the City of Saraland Annex. All information submitted in response to this Request for Proposals will be considered public information after all proposals are opened. The selected proponent, if any, will be awarded the Contract through a Resolution of the City, approving and adopting the Contract Document after a review of all proposals.

A proposal bond or certified check must accompany the Proposal in accordance with the Instructions to Proponents.

The City reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

A pre-bid conference is scheduled for 4:00 p.m. on September 25, 2018 at the City Hall Annex to consider suggestions and answer questions from interested bidders.

Direct contact with any City employee, including members of the Administration and City Council, on the subject of this proposal is strictly forbidden. Any questions or requests for clarification should be sent in writing to the City Clerk. Violation of this paragraph may result in disqualification of a Contractor's submission.

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

\_\_\_\_\_  
CITY CLERK

## **INSTRUCTIONS TO PROPONENTS**

### **1. RECEIPT AND OPENING OF PROPOSALS**

The City of Saraland (hereinafter referred to as the “City”) invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at the office of the City Clerk of the City until 12:00 noon on October 11, 2018, and publicly opened and read aloud during the Council meeting beginning at 6:30 p.m. that same day. The envelopes containing the Proposals must be sealed and addressed to the City Clerk, City of Saraland, Alabama, and plainly marked “Proposal for Solid Waste Collection and Disposal.”

### **2. PREPARATION OF THE PROPOSAL**

All Proposals must be prepared and signed by the Proponent in the form attached hereto. All blank spaces in each Proposal Form, together with appropriate schedules, must be completed in full in ink or typewritten in both words and figures. Additional copies of the Proposal Form may be obtained from the City.

If a unit price or a lump sum already entered by the Proponent on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Proponent in ink.

Each proposal, together with appropriate schedules and an executive summary, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, its address, and plainly marked “Proposal for Solid Waste Collection and Disposal.” If forwarding by mail, this sealed envelope containing the proposal must be enclosed in another envelope, addressed as specified in the Proposal. The City may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informalities or reject any and all Proposals.

One (1) original, six (6) copies and one (1) digitally converted file copy of all required documents which comprise the Proposal shall be provided by the Proponent.

The executive summary shall include an outline of the proposal to include the proposed general management philosophy. The summary at a minimum shall include an identification of the proposed project term, assign a Company point of contact for the project, give the responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the Company’s proposal which makes it superior or unique in addressing the needs of the City and its citizens.

The Proposal shall also include evidence, information and resumes that the solid waste Contractor's management, supervisory and accounting personnel to be assigned to collection, recycling, complaint handling and response management operations undertaken as specified by this contract have the necessary experience to successfully undertake those operations. The City, in its sole discretion, shall determine if this experience is qualifying. The executive summary will also include the names of the municipalities and jurisdictions where the solid waste Contractor has provided residential garbage collection, trash waste collection and recycling services, as well as a contact name and telephone number for those municipalities and jurisdictions.

The Proposal shall also contain an operational start-up plan to outline the solid waste Contractor's approach to the following:

1. Truck Fleet and Equipment Inventory. This will include a listing of equipment to be used for operations under this contract that the solid waste Contractor now has on hand or will be able to acquire in time to commence operations by the start date of this contract. Failure to have equipment within thirty (30) days prior to the date of commencement of operations shall be just cause for termination of this contract. The City shall have in its sole discretion the right to immediately terminate the contract for default under this provision with no advance notice. This list shall include equipment/vehicle identification numbers and vehicle tare weights.

2. Curbside container delivery plan to include dates and how the containers will be delivered to the residential units.

3. A publicity plan for service start-up communications along with dates of notification to the public.

4. Proposed service route maps.

5. Proposed collection schedule for solid waste, recycled materials and trash waste.

Any Proposal may be withdrawn, in writing, prior to the above scheduled time for the opening of Proposals or authorized postponement thereof by giving twenty-four (24) hours written notice to the City Clerk.

Any Proposal received after the time and date specified above shall not be considered.

### 3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or certified check of the Proponent, drawn on a national bank in favor of the City, in an amount equal to ONE HUNDRED THOUSAND AND NO/100THS (\$100,000.00) DOLLARS, as a guarantee on the part of the Proponent that they will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Proponent) to do the work covered by such Proposal and at the rates stated therein and furnish a qualified corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly to the unsuccessful proponents after the City and the selected Proponent have executed the Contract or, if no Proponent's Proposal has been selected, within sixty (60) days after the date of the opening of Proposals, upon demand of the Proponent at any time thereafter, so long as they have not been notified of the acceptance of his proposal.

Each proposal must also be accompanied by a certificate of an insurance agent certifying Proponent's ability to obtain the coverages set forth in Section 11.00 of the General Specifications for Solid Waste Collection and Disposal.

### 4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Proponent by certified mail, return receipt requested.

The Proponent to whom the Contract shall have been awarded will be required to execute three (3) copies of the Contract on the form attached hereto (or such forms as may be mutually agreed upon by the City and selected Proponent) and to furnish an insurance certificate, all as required. In case of their refusal or failure to do so within ten (10) days after their receipt of formal notice of award, Proponent will be considered to have abandoned all of their rights and interest in the award and Proponent's proposal security may be declared forfeited to the City as liquidated damages. The award may then be made to the next best qualified Proponent or the work re-advertised for Proposals as the City may elect.

### 5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied by a letter from a qualified corporate surety satisfactory to the City, stating that Performance Bond will be furnished by it upon the corporation submitting the Proposal in the event it is the successful Proponent. Such letter is to be signed by an authorized representative of the surety.

The successful Proponent will be required to furnish a performance bond as security for the faithful performance of this Contract. Said Performance Bond must be in the amount

indicated in Section 12 of the General Specifications. The form of Bond is appended hereto.

Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly qualified corporate surety company authorized to do business in the State of Alabama. In case of termination on the part of the Contractor, all expenses incident to ascertaining and collection losses suffered by the City under the Contract, including legal services, shall lie against the bond.

#### 6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### 7. SCOPE OF SERVICE

The services under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

#### 8. CONDITIONS

Each Proponent shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the services under the Contract. Proponents shall thoroughly examine and be familiar with the Conditions and Specifications.

It is also expected that the Proponent will obtain information concerning the conditions at locations that may affect this work, such as Solid Waste Disposal Sites, as to which the City has no control.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way relieve them of any obligations with respect to his Proposal or to the Contract as awarded. The City shall make all such documents available to the Proponent.

The Proponent shall make their own determination as to conditions, shall assume all risk and responsibility and shall complete the work in and under conditions as they may encounter or create, without extra cost to the City.

Except with respect to events or conditions which are not discoverable, the Proponent's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

## 9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proponent shall be requested of the City in writing and, if interpretations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each person or company who has requested a proposal form. Every request for such explanation shall be in writing, addressed to the City Clerk. Any verbal statements regarding same by any person, previous to the award, shall be unauthorized and not binding.

Addenda issued to Proponents prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No amendment will be made within five (5) days of the date fixed for the submission and opening of Proposals.

Any and all such interpretations and any supplemental instructions will be mailed by certified mail or hand delivered, return receipt requested in either case, to all prospective Proponents (at the respective addresses furnished for such purposes) not later than five (5) **calendar** days prior to the date fixed for the opening of Proposals.

## 10. NAME, ADDRESS AND LEGAL STATUS OF THE PROPONENT

The Proposal must be properly signed in ink and the address of the Proponent given. The legal status of the Proponent, whether corporation, partnership or individual, shall also be stated in the Proposal.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws, and shall also list the state in which it is incorporated. A partnership Proponent shall give full names of all partners. Partnership and individual Proponents will be required to state in the Proposal the names of persons interested therein.

The place of residence of each Proponent, or the office address in the case of a firm or company, with county, state and telephone number, must be given after their signature.

If the Proponent is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal legal evidence of his authority to do so.

## 11. COMPETENCY OF PROPONENT

The opening and reading of the Proposal shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The City reserves the right to determine the competence and responsibility of a Proponent from its knowledge of the Proponent's qualifications or from other sources.

The City requests submission with the Proposal supporting data regarding the qualifications of the Proponent in order to determine whether it is a qualified, responsible Proponent. The successful Proponent may be required to furnish any or all of the following information sworn to under oath:

- (a) An itemized list of the Proponent's equipment available for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Proponent (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available), certified by a recognized firm of independent certified public accountants.
- (c) Evidence that the Proponent is licensed to do business and in good standing under the laws of the State of Alabama and the City of Saraland, and in the case of corporations organized under the laws of any other State, evidence that the Proponent is licensed to do business and is in good standing under the laws of the State of Alabama and the City of Saraland, or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

In the event that the City shall require additional supporting data regarding the qualifications of the Proponent in order to determine whether it is a qualified responsible Proponent, the Proponent may be required to furnish any or all of the following information sworn to under oath:

- (i) Evidence that the Proponent is capable of commencing performance as required in the Contract Document.

- (ii) Evidence, in form and substance satisfactory to the City, that Proponent has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal or sufficient business expertise with reference.
- (iii) Evidence, in form and substance satisfactory to the City, that Proponent possesses as a going concern the managerial and financial capabilities to perform all phases of the work called for in the Contract Documents.
- (iv) Evidence, in form and substance satisfactory to the City, that Proponent's experience as a going concern in refuse collection and disposal derived from operations of comparable size to that contemplated by the Contract Documents.
- (v) Such additional information as will satisfy the City that the Proponent is adequately prepared to fulfill the contract.

The Proponent may satisfy any and all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

## 12. DISQUALIFICATION OF PROPONENT

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proponent and the rejection of its Proposal:

- (a) Evidence of collusion among Proponents.
- (b) Lack of competency as revealed by either financial statements or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work.
- (d) Default on a previous municipal contract or franchise for failure to perform.

## 13. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal are solicited on the basis of the unit rates proposed, extended by the City's estimated number of Residential Unit.

The rates, as written out in words in the Proposal, shall govern, and any errors found will be corrected.

#### 14. QUANTITIES

Currently there are 5,310 Residential Units serviced under the present contract, although no guaranty is made that these figures are exact. Proponents must be satisfied that complete service can be rendered under the Contract based on these numbers. Bids shall be based on these numbers.

The City and the successful Proponent will canvass all Residential Units before signing a contract and will establish jointly the beginning number of Residential Units for purposes of payment hereunder. A similar canvass shall be made during the thirty (30) days prior to commencement of the second and third years of the Contract, and adjustments made accordingly.

#### 15. METHOD OF AWARD

The City reserves the right not to accept any Proposal or to reject any or all Proposals and to waive defects or irregularities in any Proposal. The City intends that the contract shall be awarded within twenty-one (21) days following the date that proposals are publicly opened and read, and shall become effective on January 1, 2019.

#### 16. REPAIR OF CITY STREETS AND PUBLIC RIGHTS-OF-WAY

Proponent shall use refuse collection equipment, which causes no undue damage other than wear and tear to City streets. If the use of heavy garbage collection equipment such as tandem wheel vehicles causes damage to the streets, the Proponent shall, at its expense, immediately repair the same after making appropriate arrangements with the City. In the event of repetitive damage to any street or streets, the City shall have the right to specify refuse collection equipment which will avoid such damage.

#### 17. SEPARATE BIDS REQUIRED

The City is asking for separate bids as follows:

- (a) A consolidated unit price for performing both solid waste and bulky waste collection and disposal.
- (b) A unit price for subletter (a) above, to include monthly billing and collection efforts for the residential units serviced.

- (c) A unit price for performing subletter (a) above on a once a week basis. This unit price will include a “Cart” as defined in 1.03 that is a minimum of ninety (90) gallons and does not exceed one hundred twenty (120) gallons. In addition, an additional charge may be assessed to residential users who request a second cart. The cost of any additional charge shall be separately itemized in the bid proposal.
  
- (d) A consolidated unit price for performing subletter (b) and (c).

Each of the above separate bids is requested for a contract term of three (3) years.

## **SOLID WASTE COLLECTION AND DISPOSAL GENERAL SPECIFICATIONS**

### **1.00 DEFINITIONS**

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 pounds.
- 1.02 Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter, with weights or volumes greater than those allowed for containers.
- 1.03 Cart – A receptacle constructed of plastic or other similar material mounted on wheels with a tight fitting lid and a capacity not exceeding 90 gallons capable of being used in conjunction with a semi-automated waste collection system. Such container shall be supplied, delivered and maintained in proper working condition by the Contractor. The Contractor will make available a smaller cart for citizens who request a small cart instead of a regular size cart. The small cart will have a capacity not exceeding 70 gallons.
- 1.04 City – City of Saraland, Alabama.
- 1.05 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.06 Container – A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter great than or equal to that of the base. The weight of a container and its contents shall not exceed 60 pounds.
- 1.07 Contract Documents – The request for Proposals, instructions to Proponents, Contractor’s Proposal, Contractor’s Executive Summary, General Specifications, the Contract with all required attachments, Performance Bond, the insurance certificate and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.08 Contractor – The person, corporation or partnership performing Refuse Collection and Disposal under contract with the City.

- 1.09 Dead Animals – Animals or portions thereof equal to or greater than 25 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.10 Disposal Site – A Refuse Depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.
- 1.11 Garbage – Any and all dead animals of less than 25 pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains of other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); all putrescible or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents; except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Infectious Medical Waste, Rubbish or Stable Matter.
- 1.12 Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State Law. For purposes of this contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and non-empty paint cans.
- 1.13 “Infectious Medical Waste” means solid or liquid waste which may contain pathogens which, with sufficient virulence and quantity such that exposure to the waste by a susceptible host has been proven to result in an infectious disease. Such waste may include, but is not limited to, cultures and stocks of infectious agents; blood and blood products; pathological waste; contaminated carcasses, body parts and bedding of animals exposed to pathogens or medical research; all discarded sharps (e.g., hypodermic needles, syringes, Pasteur pipettes, broken glass and scalpel blades); and other waste determined infectious by the generator or so classified by the Alabama Department of Health.
- 1.14 Institution – A church, school, lodge, clubhouse or like facility.

- 1.15 Producer – An occupant of a Residential Unit who generates refuse.
- 1.16 Recyclables means the following materials: paper, recyclable cardboard, newspaper and containers, aluminum, plastic milk jugs and plastic soft drink bottles. The Director may add or remove items from the list of recyclables from time to time with the approval of the Contractor, such approval shall not be unreasonably withheld.
- 1.17 Refuse – All garbage and rubbish generated by a Producer at a Residential Unit.
- 1.18 Residential Unit – A residential unit is herein described as a room, apartment, house or other structure containing sleeping quarters and kitchen facilities for an individual or single family. In each case where the dwelling unit is part of a multiple unit residential structure, the monthly rate hereby fixed shall apply to each dwelling unit situated therein.
- 1.19 Rubbish – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances and any and all other waste materials not included in the definitions of Bulky Waste, Construction Debris, Infectious Medical Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter. All such material must be containerized in bags, carts or containers as defined.
- 1.20 Stable Matter – All manure and other waste matter accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.21 Unacceptable waste means such hazardous, infectious, liquid, medical waste or other solid or liquid waste specifically prohibited for disposal at a state approved landfill or by the Alabama Department of Environmental Management or any other regulatory agency of the state or federal government having jurisdiction over such landfill, in accordance with applicable law.

## 2.00 SCOPE OF SERVICES

The services under this Contract shall consist of the items contained in or referred to in the Proposal, including all supervision, materials, equipment, labor and all other items

necessary to complete said work in accordance with the Contract Documents. The services will include, but shall not be limited to, the provision of curbside containers, solid waste trucks, recycling trucks, labor dispatching, curbside collection, hauling, disposal, and sale of recyclable materials.

### 3.00 TYPES OF COLLECTION

#### 3.01 Service Provided

- (a) Contractor shall provide curbside collection service for the collection of refuse to each residential unit two (2) times per week, Monday through Saturday. Containers shall be placed curbside by 7:00 a.m. on the designated collection days. Refuse must fit inside the cart provided by the Contractor.
- (b) The Contractor shall provide carts to Residential Units.
- (c) The Contractor shall also provide for collection from Residential Units of Bulky Waste, Construction Debris (other than Construction Debris generated by a person, corporation, partnership, performing construction, remodeling, repair or demolition operations for hire) and Stable Matters. Such service shall be provided to each Residential Unit at least one (1) time each week. The quantity of materials collected under this option shall not exceed an average of four (4) cubic yards per household per week, and shall be in addition to the amounts of residential refuse collected. Tree trunks, limbs and branches in excess of four (4) feet shall be deemed bulky waste. However, such tree trunks, limbs and branches shall not exceed six (6) feet in length nor six (6) inches in diameter. Also, the Contractor may provide for the special collection of Dead Animals as defined in Section 1.09 and Hazardous Waste as defined in Section 1.12 and Construction Debris resulting from operations for hire, at Residential Units at its sole discretion, and upon such terms and conditions as the Contractor shall specify.
- (d) The Contractor will make available to individual Residential Units the option of curbside recycling pick-up. The Contractor may charge an extra fee for this service, which will be billed and paid in the same way basic garbage and trash fees are done. Recycling customers will be provided an appropriate container and pick-up will be scheduled once a week on a consistent day of the week.

- (e) The Contractor will provide general recycling service for the City and its citizens at up to two (2) locations. One of the locations shall be 150 Station Street. A possible second location shall be determined after consultation between the City and the Contractor. Each location shall have two (2) small dumpsters. These dumpsters will be for the public to recycle paper, cardboard and plastic. The Contractor will pick-up the dumpsters and their contents for recycling when the dumpsters are full. A replacement dumpster(s) shall be left when a full dumpster is removed.
- (f) On a weekend in the Fall and the Spring of each year, the Contractor shall make two (2) roll off dumpsters, of at least forty (40) cubic yards and an additional dumpster of twenty (20) cubic yards, with an appropriate paint and liquid liner available for the City for its Fall and Spring cleanup weekends. These weekends will be where citizens are allowed to bring their household trash and unwanted paint products to a City designated location for disposal. At the conclusion of their cleanup weekends, the Contractor shall remove the dumpsters and properly dispose of their contents.

### 3.02 Location of Containers, Bags and Rubbish for Collection

Each Container, Cart and/or Bag and Rubbish shall be placed at curbside or, if no curb is present, within five (5) feet of the road in front of the residential unit for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City Roadways (including Alleys). Containers, Carts, Bags and Rubbish shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Cards, Bags and Rubbish shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Cart, Bag or Rubbish not so placed. Any Rubbish consisting of leaves, straw, grass trimmings and similar loose matter must be containerized for pickup. There shall be only one (1) collection point per residence. The Contractor shall provide cart transportation services from the garage or back door of the residence for any approved handicapped citizen at no charge. To be an "approved handicapped citizen," the citizen will be required to provide proof of disability and residency to the City Clerk's Office. To qualify for this service, there may be no other individual living at the location who is not handicapped. The City Clerk's Office will, in turn, notify the Contractor of the address eligibility for cart transportation services.

#### 4.00 OPERATION

4.01 Hours of Operation – Collection of Refuse shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to the collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection of an existing collection route due to unusual circumstances. The Contractor will take into account school drop-off and pick-up traffic flows in setting their pick-up schedule. If the Contractor’s routes impact school traffic flow, the Contractor will alter their pick-up schedules at the request of the City. All collections shall be made as quickly as possible. Unnecessarily noisy trucks or equipment are prohibited.

4.02 Routes of Collection – Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor shall publish at its expense at least once during each calendar year a map of such collection routes in a newspaper published in the immediate area. The published map shall be such size to clearly show all pertinent information. The Contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City’s approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Residential Units. The initial routes and days of collection shall be proposed by Contractor and approved prior to commencement of operations, but need not be part of the Proposal.

4.03 Holidays – The following shall be holidays for purposes of this Contract:

|                  |               |
|------------------|---------------|
| New Year’s Day   | Labor Day     |
| Independence Day | Christmas Day |
| Thanksgiving Day |               |

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection on the holiday. If a one (1) day a week collection option is selected by the City, the Contractor shall reschedule any solid waste collection for any area that should have received collection on a holiday. That rescheduling date shall be a date within the same calendar week as the holiday. The Contractor shall notify the City at least two (2) calendar weeks before the holiday of the revised schedule.

4.04 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged

missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, arrange for the collection of the Refuse not collected within twenty-four (24) hours after the complaint is received.

The Contractor shall maintain daily up-to-date call/complaint logs and submit those to the City representative on a weekly basis with the following information relative to the resolution of the complaint:

- (a) The date/time of call/complaint received;
- (b) Name and address of complainant;
- (c) Nature of call/complaint;
- (d) Date call/complaint resolved; and
- (e) How the call/complaint was resolved.

4.05 Collection Equipment – The Contractor shall provide an adequate number of vehicles to provide all weather year-round services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. Each collection vehicle shall be equipped with a two-way radio at all times for communications with the office. The Contractor shall keep a weekly log of the equipment that is operating on the streets in the City of Saraland. Vehicles utilized by the Contractor shall be covered, secured or sealed so that there will be no loss during hauling to cause littering of streets and highways, or cause a nuisance or hazard to the public.

4.06 Quality of Service – The Contractor shall use in the work only such personnel as are qualified to perform the duties. All work under this Contract shall be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the designated City representative.

Collection of Residential Solid Waste shall be made from the place where containers and rubbish are located on the property at curbside. Further, containers when emptied shall be replaced in such a manner as not to block driveways or mailboxes. Space about the container shall be left free from any refuse spilled during the collection. The Contractor shall not be responsible for cleaning up unsanitary conditions about the refuse containers caused by the carelessness of the tenant or occupant. Care shall

be taken by employees of Contractor to prevent damage to containers by unnecessary rough treatment.

The Contractor shall pick up all blown, littered and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled materials from the town roads.

Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish refuse collection in any case where the owners or tenants allow such animals to roam at large. The Contractor shall not be required to enter into closed fences for the purposes of performing its obligations under this Contract.

- 4.07 Office – The Contractor shall maintain an office or such other facilities through which it can be contracted. It shall be equipped with sufficient telephones and shall have a responsible for the purposes of performing its obligation under this Contract.
- 4.08 Hauling – All Solid Waste hauled by Contractor shall be so contained, tied or enclosed that so that leaking, spilling or blowing is prevented.
- 4.09 Disposal – All Solid Waste collected for disposal by the Contractor shall be hauled to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Proposal for each residential and commercial unit serviced by the Contractor.
- 4.10 Notification – The Contractor shall notify all Producers about complaint procedures, regulations and days for scheduled Refuse Collection.
- 4.11 Point of Contact – All dealings, contracts, etc. between the Contractor and the City shall be directed by the Contractor to the City Clerk, and by the City to Mayor Howard Rubenstein or his designee (name, title and position).

## 5.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws and ordinances; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

## 6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract, and performance of such Contract shall begin on January 1, 2019.

## 7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## 8.00 INDEMNITY

The Contractor shall indemnify, save harmless, and exempt the City, its officers, elected officials, agents, servants and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees.

The indemnity and hold harmless provisions include, but are not limited to, any and all claims against the City or any of its agents, employees or elected officials, by any employee of the Contractor, any subcontractor of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor of the Contractor under Workers Compensation Acts, Disability Benefits Acts or other employee benefit acts or other types of insurance or compensation coverage.

This indemnity includes, without limitation, reimbursement to the City and any of its agents, elected officials or employees, of all fees and expenses, including attorney's fees, for responding to and/or defending any claim. The indemnification provisions do not in any way abrogate, remove, eliminate or impair any claims for immunity, non-claims provisions or statutory provisions limiting or eliminating damages that may be requested or assessed against the City, its elected officials, employees, officers or agents.

## 9.00 LICENSES AND TAXES

It shall be the Contractor's responsibility to secure all licenses and permits that may be required by federal and state law or local ordinances for providing and completing the services. The Contractor must show evidence that it is qualified and licensed to do business in the State of Alabama and must obtain and maintain at all times a City of Saraland business license.

10.00 TERM

The Contract shall be for a three (3) year period beginning January 1, 2019 following execution of the Contract and ending three (3) years thereafter. The City reserves the right, through mutual agreement with the Contractor, to extend this agreement for additional periods of up to three (3) years beyond the initial term.

11.0 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer’s Liability, Workmen’s Compensation, Public Liability and Property Damage Insurance, including contractual liability insurance pursuant to the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the City and, before commencement of work hereunder, the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed, and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

| <u>Coverages</u>                   | <u>Limits of Liability</u>                                 |
|------------------------------------|--|
| Workman’s Compensation             | Statutory  |
| Employer’s Liability               | \$500,000.00   |
| Bodily Injury Liability            | \$500,000.00 each person                                   |
| Except Automobile                  | \$1,000,000.00 aggregate                                   |
| Property Damage Liability          | \$500,000.00 each  |
| Except Automobile Occurrence       | \$500,000.00 aggregate                                     |
| Automobile Bodily Injury Liability | \$500,000.00 each person<br>\$1,000,000.00 each occurrence |

|                                      |                                |
|--------------------------------------|--------------------------------|
| Automobile Property Damage Liability | \$500,000.00 each occurrence   |
| Excess Umbrella Liability            | \$5,000,000.00 each occurrence |

The City shall be named as an additional insured in the seven (7) policies last described above.

## 12.00 BOND

12.01 The Contractor will be required to furnish a corporate surety bond as surety for the performance of this Contract. Said surety bond must be in the amount of the total bid price proposal and may provide for a prorated reduction therein annually over the term of the Contract.

Premiums for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly qualified corporate surety company authorized to do business in the State of Alabama.

12.02 Power of Attorney – Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12.03 Additional Remedy – The City’s remedy for breach of contract or failure to perform shall include, but not be limited to, a demand for performance under the terms of the performance bond.

## 13.00 BASIS AND METHOD OF PAYMENT

### 13.01 Rates

(a) For collection and disposal services required to be performed pursuant to Section 3.01(a), the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with paragraph 13.02.

(b) For special collection provided by the Contractor pursuant to Section 3.01(d), the charges are to be negotiated between the Contractor and Producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

- (c) The Refuse collection charges provided by Section 13.01(a) shall include all disposal and related costs.
- 13.02 Modification to Rate – The fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as established by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) (CPI-W) as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the commencement month of such year compared to the commencement month of the previous year.
- 13.03 City to Act as Collector – Unless the City chooses a bid submitted pursuant to 17(b) or 17(d) of the “Instruction to Proponents” document, the City shall submit statements to and obtain collection from the Residential Units for service provided by the Contractor pursuant to Section 3.01(a), including those such accounts that are delinquent. The Contractor shall submit statements to and obtain collection directly from all Residential Units for rental of any extra carts and maintenance charges for Carts provided by the Contractor to Residential Units pursuant to Section 3.01(b), and for the collection of hazardous materials, dead animals or construction debris resulting from operations for hire as described in Section 3.01(c).
- 13.04 Delinquent and Closed Accounts – The Contractor shall discontinue Refuse Collection service at any Residential Unit as set forth in a written notice sent to it by the City.
- 13.05 Contractor Billings to City – Unless the City chooses a bid submitted pursuant to 17(b) of the “Instructions to Proponents” document, the Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the twenty-fifth (25<sup>th</sup>) day following the end of such month. Such billing and payment shall be based on the price rates (as adjusted by Section 13.02) and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for services rendered, irrespective of whether or not the City collects from the customer for such service. With the bill the Contractor shall certify the number of Residential Units serviced for the month being billed.
- 13.06 Liquidated Damages - If for any reason the boom truck isn't available for service in the City of Saraland for a day, the Contractor will credit the City \$500.00 each day the truck is unavailable. If garbage and/or trash service to residential customers is not provided on the regular day scheduled, and

such missed service is not addressed within forty-eight (48) hours of the Contractor being notified of such, the Contractor shall have withheld from their payment an agreed upon figure not to exceed Twenty-Five And No/100ths (\$25.00) Dollars per residence missed, not to exceed a total figure of Five Hundred And No/100ths (\$500.00) Dollars per day. If the Contractor fails to repair, provide or replace damaged or lost collection carts within forty-eight (48) hours of notice of the same, \$25.00 shall be withheld from their payment.

If the City selects a bid pursuant to 17(b) of the “Instructions to Proponents” document, the Contractor will bill the City only for services rendered pursuant to 3.01(e) and (f). If option 17(b) is selected by the City, the credits and withholding of payments discussed in 13.06 shall be considered liquidated damages, and the Contractor shall remit payment for the same within ten (10) business days of being presented with written notice of the same by the City.

#### 14.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

#### 15.00 EXCLUSIVE CONTRACT

The City is unable to grant an exclusive contract or franchise to the Contractor. However, the City will not contract with any other collector to provide service so long as Contractor is in compliance with this Contract.

#### 16.00 OWNERSHIP

Title to refuse, recycling and dead animals shall pass to the Contractor when placed in the Contractor’s collection vehicle, removed by Contractor from a container, or removed by Contractor from the customer’s premises, whichever last occurs.

#### 17.00 JURISDICTION AND VENUE OF CONTRACT AND WAIVER OF JURY

Any contract executed following awarding of this Contract will be interpreted and enforced under the laws of the State of Alabama. Venue will be exclusively allowed in the District or Circuit Court of Mobile County, Alabama or the United States District

Court for the Southern District of Alabama. Further, the parties waive any right to a jury trial for any claims arising out of, related to, or in any way dependent upon this contract or the relationship between the parties established by the performance of services under this contract.

### **Equipment to be Used**

1. **Residential Rear Load Trucks** – Contractor will provide at a minimum, two (2) new Sterling chassis rear load trucks with Heil PT1000 packer bodies or their equivalent.
2. **Residential Roll Out Carts** – Contractor will provide new 90 gallon Otto residential carts or their equivalent. If the City selects the once a week garbage collection proposal, the Contractor has the option to provide a similar residential cart not to exceed one hundred twenty (120) gallons.
3. **Knuckle Boom Truck** – Contractor will provide at a minimum, one (1) Pac Mac knuckle boom truck on International or Sterling chassis or their equivalent.

## CONTRACTOR'S PROPOSAL FORM

TO: The City of Saraland  
\_\_\_\_\_ Highway 43  
Saraland, Alabama 36571

Proposal of \_\_\_\_\_  
(an individual) (a partnership) (a corporation duly organized under the laws of the State  
of \_\_\_\_\_ (a joint venture consisting of \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection & Disposal for the City of Saraland, Alabama, does hereby offer to perform such services within the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth:

- A. Consolidated Solid Waste and Bulky Waste Collection and Disposal pursuant to Section 17(a) – Rate per Residential Unit per month: (Contract Term of Three (3) Years):  
Bid: \_\_\_\_\_ (\$\_\_\_\_\_).
  
- B. Consolidated Solid Waste and Bulky Waste Collection and Disposal pursuant to Section 17(b) - Rate per Residential Unit per month: (Contract Term of Three (3) Years):  
Bid: \_\_\_\_\_ (\$\_\_\_\_\_).
  
- C. Unit Price for Performing Solid Waste Collection and Disposal on a once a week basis pursuant to Section 17(c) -  
Bid: \_\_\_\_\_ (\$\_\_\_\_\_).
  
- D. Consolidated Unit Price for Performing Solid Waste and Bulky Waste Collection and Disposal pursuant to Section 17(d) -  
Bid: \_\_\_\_\_ (\$\_\_\_\_\_).

For the second and third years of this Contract, rates shall be subject to adjustment as provided in Paragraph 13.02 of the General Specifications for Solid Waste Collection and Disposal.

Proponent: \_\_\_\_\_

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

Principal Office Address: \_\_\_\_\_

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

**CITY OF SARALAND  
SOLID WASTE COLLECTION AND DISPOSAL  
GENERAL SPECIFICATIONS**

**1.00 DEFINITIONS**

- 1.01 Bags
- 1.02 Bulky Waste
- 1.03 Cart
- 1.04 City
- 1.05 Construction Debris
- 1.06 Container
- 1.07 Contract Documents
- 1.08 Contractor
- 1.09 Dead Animals
- 1.10 Disposal Site
- 1.11 Garbage
- 1.12 Hazardous Waste
- 1.13 Infectious Medical Waste
- 1.14 Institution
- 1.15 Producer
- 1.16 Recyclables
- 1.17 Refuse
- 1.18 Residential Unit
- 1.19 Rubbish
- 1.20 Stable Matter
- 1.21 Unacceptable Waste

**2.00 SCOPE OF SERVICES**

**3.00 TYPES OF COLLECTION**

- 3.01 Service Provided
- 3.02 Location of Containers, Bags and Rubbish for Collection

**4.00 OPERATION**

- 4.01 Hours of Operation
- 4.02 Routes of Collection
- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Quality of Service
- 4.07 Office

- 4.08 Hauling
- 4.09 Disposal
- 4.10 Notification
- 4.11 Point of Contact
  
- 5.00 COMPLIANCE WITH LAWS
  
- 6.00 EFFECTIVE DATE
  
- 7.00 NONDISCRIMINATION
  
- 8.00 INDEMNITY
  
- 9.00 LICENSES AND TAXES
  
- 10.00 TERM
  
- 11.00 INSURANCE
  
- 12.00 BOND
  - 12.01 Corporate Surety Bond
  - 12.02 Power of Attorney
  - 12.03 Additional Remedy
  
- 13.00 BASIS AND METHOD OF PAYMENT
  - 13.01 Rates
  - 13.02 Modification to Rate
  - 13.03 City to Act as Collector
  - 13.04 Delinquent and Closed Accounts
  - 13.05 Contractor Billings to City
  - 13.06 Liquidated Damages
  
- 14.00 TRANSFERABILITY OF CONTRACT
  
- 15.00 EXCLUSIVE CONTRACT
  
- 16.00 OWNERSHIP
  
- 17.00 JURISDICTION AND VENUE OF CONTRACT AND WAIVER OF JURY

**SOLID WASTE COLLECTION AND DISPOSAL  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "Principal"), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the Laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Alabama (hereinafter called "Surety"),  
as Surety, are held firmly bound unto the City of Saraland, Alabama (hereinafter called  
"Obligee"), as Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) good and lawful money of the United States of America, for the  
payment of which, well and truly to be made, we bind ourselves, our heirs, adminis-  
trators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee  
dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018, for Solid Waste Collection and Disposal,  
which Contract is hereby referred to and made a part hereof as if fully and to the same  
extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the  
Principal shall faithfully perform the Contract on his part, free and clear of claims by  
Obligee against Principal arising from the performance of the Contract, and indemnify  
and save Harmless the Obligee from all loss, cost or damage that he may suffer by reason  
of the failure so to do, then this obligation shall be void; otherwise, to remain in full force  
and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained  
against Surety on this bond unless the same be brought or instituted within one (1) year  
after the date of completion or default by Principal. Written notice to Principal and  
Surety must be given within sixty (60) days after the occurrence of an alleged default or  
failure to perform.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

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

(SEAL)

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