City of Tarrant

Mayor Wayman A. Newton

1133 East Lake Boulevard

Tarrant, AL 35217

**Invitation to Bid**

**Solid Waste Collection**

**SECTION 1.00 | ADMINISTRATIVE OVERVIEW**

1.01 Purpose & Intent

1.02 Expectations

1.03 Definitions

1.04 Preparation & Submission of Bids

1.05 Bid Guaranty

1.06 Rejection of Bids

1.07 Evaluation of Bids

1.08 Financial Condition of Bidder

**SECTION 2.00 | SPECIFIC REQUIREMENTS**

2.01 Applicability

2.02 Pricing

**SECTION 3.00 | GENERAL REQUIREMENTS**

3.01 General Terms & Conditions

3.02 Performance Statement or Bond

3.03 Addenda

3.04 Financial Statements & Other Confidential Information

3.05 Ownership of Bid

3.06 Restrictions on Communications with City Staff

3.07 Cost of Preparing Bid

3.08 Verbal Representations & Past Practices

3.09 Section Titles in ITB

3.10 No Contingent Fees

3.11 Withdrawal of Bid

3.12 Errors & Omissions

3.13 Insurance & Liability

3.14 Immigration Law Compliance

3.15 Conflicts of Interest & Collusion

***Attachment A: “Technical Requirements & Bid Specifications for Solid Waste Collection Services”***

***Forms***

* Immigration Law Compliance Form
* Disclosure Statement
* Statement of Non-Collusion
* Indemnification Agreement
* Bid Bond
* Non-Bidder Information Sheet
* Bid Submittal & Pricing Sheet

**SECTION 1.00 | ADMINISTRATIVE OVERVIEW**

***1.01 Purpose & Intent***

 Bids are currently being solicited by the City of Tarrant, Alabama (“City”) for curbside collection of municipal residential solid waste in the incorporated limits of the City. It is the City’s intent to secure solid waste collection services of one successful bidder for the City’s residents. The successful bidder must meet all the City’s needs as set forth herein.

***1.02 Expectations***

Bidder must be capable of furnishing one hundred percent (100%) of all labor, transportation, materials, and equipment required to perform the services in a timely and professional manner.

Bidder must be solely responsible for all costs incurred in the execution of the services.

Bidder must be able to provide exceptional customer service to the City and its residents and shall be prepared to address and resolve any problems or complaints from City staff or the public in an expedient and courteous manner.

Bidder must have an established record of positive performance in the solid waste collection industry.

Bidder must be able to show that it operates under a sustainable business model.

 Bidder must consistently offer exceptional performance quality, customer service, and public interaction in the execution of any Agreement resulting from this ITB.

***1.03 Definitions***

 The following terms shall be defined as follows; provided, however, nothing contained herein shall be interpreted in a manner so as to conflict with the Alabama Solid Wastes Disposal Act and applicable local law or to require the Contractor to undertake any conduct which is contrary to federal, state or local law. Where there is any conflict between the Definitions set forth herein, the Alabama Solid Wastes Disposal Act shall govern.

1. ***Addenda:*** written or graphic instructions issued by the City prior to the receipt of Bids that modify or interpret the Invitation for Bid documents by addition, deletion, clarification, or correction.
2. ***Awarding Authority:*** the City of Tarrant, Alabama, a municipal corporation, acting by and through its City Council.
3. ***Bid:*** Bidder’s entire submittal provided to City in response to the Invitation to Bid.
4. ***Bidder:*** a person, company, corporation, or other entity submitting a Bid in response to this ITB.
5. ***City:*** the City of Tarrant, Alabama, a municipal corporation, and its lawfully authorized representatives.
6. ***City Representative:*** the individual serving as the Contractor’s primary point of contact for the City following execution of the Contract, namely the City Clerk.
7. ***Closing of Bids:*** the date and time by which all Bids must be submitted to the City for consideration which, in this instance, is **Thursday, June 3, 2021, at 10:00 a.m.**
8. ***Contract Agreement*** or ***Contract*** or ***Agreement:*** the written Contract Agreement executed between the City and the successful Bidder binding the Contractor to perform the Work and to furnish the labor, transportation, materials, storage facilities, and equipment under the terms thereof and obligating the City to compensate the Contractor at the mutually accepted price in accordance with the terms of the Agreement.
9. ***Contractor:*** the designation made of the successful Bidder after acceptance of its Bid by the Awarding Authority; also, the party of the second part to the Contract Agreement, the term to be inclusive of its employees and lawfully authorized representatives.
10. ***Customers:*** those who receive sanitation services from the Contractor with respect to a household.
11. ***Household*** shall mean every residence and separate unit for residential occupancy, other than when included in an apartment complex that has subscribed to a regular commercial service for the collection and removal of solid wastes and the complex’s account remains in good standing.
12. ***Invitation*** or ***ITB:*** the Invitation to Bid issued by the City for the provision of Solid Waste Collection Services.
13. ***Project:*** the total work to which these Bid Documents and the Contract Agreement relate.

1. ***Residential Premises:*** a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
2. ***Services or Solid Waste Collection Services:*** the collection of *Residential Solid Waste* by Contractor from *Residential Premises* located in the City.
3. ***Specifications:*** the general terms comprising the conditions, parameters, requirements, details, and all modifications and addenda thereto which are set forth by the City as the Work to be done for the Project.
4. ***Work*** or ***the Work:*** whatever is necessary or required of the Contractor to properly perform and fully complete its duties under the ITB and any resulting Contract.

***1.04 Preparation & Submission of Bids***

All potential Bidders are advised that there will be **no pre-bid conference** for this particular Invitation to Bid. All Bids must be submitted using the forms provided by the City. No exceptions.

Bidder is expected to follow all specifications, terms, conditions, and instructions in this Invitation to Bid and to furnish all information required herein. The Bid should clearly set forth Bidder’s capability to provide the services which will meet the intent of the ITB and fill the requirements expressed by the City herein.

 All information required by the Bid Forms must be completely provided and written or typed in clear, legible print in order for the City to consider the Bid. Anywhere a signature is required, such must be made manually and by an authorized agent of Bidder. **NO STAMPED, COPIED, ELECTRONIC OR DIGITAL SIGNATURES WILL BE ACCEPTED.**

All documentation submitted as part of the Bid should be submitted in a single packet or volume except as otherwise specified. Bidder must organize its Bid in the same order as the ITB and print the document on standard 8 ½” x 11” paper. The submitted document may be stapled or clipped or it may be organized by the use of folders or three-ring binders, but it **must not be permanently bound**.

When preparing a Bid for delivery, on the face of the sealed envelope/package, Bidder **must** legibly inscribe:

* **SEALED BID ENCLOSED**
* **Solid Waste Collection**
* **Closing of Bids Thursday, June 3, 2021, at 10:00 a.m.**
* **Bidder’s Legal Name**
* **Bidder’s Mailing Address**

 Bidder must provide for delivery by regular mail, express courier, or hand-delivery of the **original and one (1) copy** of the fully executed Bid under one (1) sealed cover to the Tarrant City Clerk’s Office located in Tarrant City Hall at 1133 East Lake Boulevard, Tarrant, Alabama 35217. Delivery to another department or to other City personnel will not constitute proper delivery.

***All Bids to be considered by the City must be submitted properly to and received by the City no later than the Closing of Bids. Any Bid delivered to the City Clerk’s Office after such date and time will be accepted and time stamped but WILL NOT BE CONSIDERED. Any attempt to bid via fax or e-mail will be ignored and WILL NOT BE ACCEPTED.***

 Bidder shall make all investigations necessary to fully inform himself of the support systems necessary to ensure his delivery of all labor, materials, and equipment as required by the conditions and specifications set forth in these Bid Documents. No plea of ignorance by Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on his part to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the City’s requirements or the successful Bidder’s compensation.

All Bids submitted in response to this ITB shall remain valid for a period of ninety (90) days from the Closing of Bids.

***1.05 Bid Guaranty***

Each Bidder must submit with its Bid **either** a check drawn on an Alabama bank and made payable to the City **or** a fully executed Bid Bond on the form that is contained in the bid packet, such form to be executed by a surety company duly authorized and qualified to make bond in the State of Alabama. All bonds and/or checks must be made payable to the ***City of Tarrant, Alabama, a municipal corporation***, in the amount of ten thousand dollars ($10,000.00).

***1.06 Rejection of Bids***

City reserves the right to cancel this ITB at any time and for any reason. City further reserves the right to reject any and all Bids received as a result of this ITB. All Bids received in response hereto shall become the property of City and will not be returned to Bidder once opened.

***1.07 Evaluation of Bids***

 It is the intent of the City to award a Contract to one (1) Bidder deemed to be the most qualified, responsive, and responsible. For the purpose of verifying the contents of Bids, City may request from any one or more particular Bidders additional information, an inspection of work premises, personnel interviews, and Bid presentations. Discussions may be conducted with responsible Bidders who submit Bids determined to be reasonably suitable for selection for the purpose of clarifying and assuring full understanding of, responsiveness to, and compliance with the ITB requirements. ***At no time during any such clarification may the Bidder alter or attempt to alter, verbally or otherwise, the terms of its Bid as originally submitted.*** Bidder cooperation in this endeavor shall be required for continued consideration. City reserves the right to reject at its sole discretion the Bids of non-cooperative Bidders.

 City will make all decisions regarding evaluations of Bids and specifically reserves the right to judge and determine whether a Bid is compliant with and has satisfactorily met the requirements of the ITB and of Alabama law. City reserves the right to waive technical defects in a Bid and informalities in the evaluation process if, in its judgment, the interests of the City so require. City also reserves the right to accept in whole or in part any Bid and to reject any or all Bids received.

 Waiver or amendment of a requirement is at the City’s option and will be universally communicated to all Bidders and equally applied to all Bids.

***1.08 Financial Condition of Bidder***

 A statement from Bidder setting out information which shows his or its current financial condition and accurately reflects the Bidder’s net worth must be submitted in the manner set forth in Section 3.04. Such statement shall also include similar information as to any parent corporation of the Bidder as well as any individual, corporation, association, or company under contract with Bidder to furnish any service required to meet the responsibilities contemplated by this ITB. Any such statement furnished by Bidder must be certified as correct by an independent accountant or bookkeeper.

**SECTION 2.00 | SPECIFIC CONDITIONS & REQUIREMENTS**

***2.01 Applicability***

The terms and requirements of this ITB, any resulting Bid, and any subsequent Contract shall be applicable toward the collection of any Residential Solid Waste by Contractor from Residential premises. All Work performed by Contractor during the term of any resulting Contract shall be governed by those contractual terms and shall be subject to the pricing, terms, and conditions set forth in the Contract.

 Collection of Residential Solid Waste by Contractor shall be mandatory for all residential premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to Contract. According to the City’s utility service records, there are approximately 2500 households with residents actively living therein within the City’s corporate limits.

***2.02 Pricing***

All prices and notations must be printed in ink, typewritten, or computer-generated. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, but each must be initialed in ink by the person authorized to sign the Bid or the correction will not be considered.

For unit price bids, each item must be priced separately and the unit prices clearly shown as requested on the Bidder Pricing Sheet.

For lump sum bids, the Bidder must offer a sum which he will accept as full payment for the Work requested by this ITB.

All Bids, whether unit price or lump sum, must be net and inclusive of all costs related to the performance of the Work, including, but not limited to, administrative costs, insurance, labor, materials, equipment, transportation, shipping, delivery, installation (unless otherwise specified), and adequate preparation for use by the City. Bidder agrees to not charge for any add-ons not expressly disclosed in the accepted bid.

Award of the Contract will be made on the basis of the lowest actual Bid amount for the Contract, which is defined as the lump sum bid or the extended total of all unit price items, depending on the pricing method required, plus any requested and accepted additive or deductive alternates. The City may choose to include or exclude the cost of additional carts in its calculation.

 City residents will be billed directly by Contractor for the ordinary Services contemplated by this ITB and subsequent Contract. All charges for regular collection Services as expressly contemplated herein will be paid directly to Contractor by the City residents.

***2.03 Requirements & Specifications***

***See*** ***Attachment A, “Technical Requirements & Bid Specifications for Solid Waste Collection Services.”***

**SECTION 3.00 | GENERAL REQUIREMENTS**

***3.01 General Terms & Conditions***

**A.** The terms and conditions included in this ITB and any Addenda officially issued by the City are hereby incorporated into any resulting Contract by this reference.

**B.** Any Contract resulting from this ITB shall be effective as of the date upon which both parties finally affix authorized signatures thereto and shall carry a term of three (3) years.

**C.** Any Agreement entered into as a result of this ITB and any disputes arising therefrom shall be governed by the laws of the State of Alabama without regard to conflict of laws.

**D.** A fully executed Contract between the successful Bidder and the City will bind the successful Bidder as Contractor to furnish and deliver the services requested by City at the prices, terms, and conditions agreed to in accordance with the specifications of this ITB and the successful Bid.

**E.** Following Contract award, Bidder must complete, execute, and return to the City Representative **all** required documents no later than fifteen (15) business days from the awarding of the Bid.

**F**. Contractor shall take all necessary precautions for the safety of the public, City employees, and Contractor’s employees and shall comply with all applicable provisions of federal, state, and municipal safety laws and codes to prevent accidents or injury to persons and damage to property on or about or adjacent to any location where the Work is being performed. In the event of personal injury occurring during the execution of Contractor’s duties, Contractor should take necessary steps to address the immediate needs of the injured individual, contact emergency personnel, and then notify the City Representative of the injury and the location where it occurred. Contractor shall assume all responsibility for any personal injury resulting from their performance of the Work and shall indemnify and hold harmless the City and its employees, officers, and agents from liability for the same. In the event of property damage, Contractor will assume all responsibility to replace or repair, at the Contractor’s expense, any public or private property damaged by Contractor through the acts or omissions of its employees, agents, or subcontractors.

**G.** Contractor shall be responsible for any city, state, or federal taxes resulting from its execution of any responsibilities under a Contract resulting from this ITB. This provision shall survive termination of the Contract.

**H.** The City Representative shall have the right to conduct quality audits of Contractor’s operations throughout the term of any resulting Contract. The results of said quality audit shall be shared with Contractor with the intent of recognizing exceptional service and identifying areas where service is subpar so that adjustments and improvements will be made by Contractor.

**I.** By submitting its Bid, Bidder acknowledges that it has ample personnel to meet the demands of this ITB according to its submitted Bid.

**J.** Contractor shall protect, save, hold harmless, and indemnify the City and its employees, officers, agents, and representatives from all damages or liability arising from the Work performed as a result of the issuance of this ITB and any Contract arising therefrom.

**K.** Contractor is hereby prohibited from using in any way any symbols, logos, or other identifying information of the City. Contractor’s use of the City’s corporate identity in any manner without first obtaining written approval from the City shall result in immediate termination of the Contract. Contractor shall make no use of City trademarks or other indicia without the prior written consent of City.

**L.** Any Contract resulting from this ITB shall be exclusive and Contractor acknowledges and accepts that nothing in the Contract shall prohibit the City from entering into similar contracts for any purpose the City deems necessary.

**O.** No driver shall speed or violate any other traffic laws or disregard any traffic control devices while performing waste collection services. The provision of waste collection services shall be done in a reasonable and safe manner and no operator shall needlessly congest roadway or cause any unreasonably dangerous condition while performing services.

**P.** No driver shall operate a Contractor vehicle when he or she has consumed alcohol in any amount or has ingested either prescription or non-prescription drugs or controlled substances that may impair motor skills.

**Q.** All drivers of Contractor vehicles employed by Contractor shall be proficient and competent in the operation of vehicles used in the performance of solid waste collection and disposal.

**R.** No person shall be a Waste Truck Operator for the purposes of this ITB/Contract unless such person has a valid Alabama driver's license and a commercial driver's license, if required by law, issued by State of Alabama Department of Public Safety.

**S.** Contractor shall provide, and each Waste Truck Operator shall wear, reflective vests, coats, or shirts while performing Services pursuant to the terms of this ITB/Contract.

**T.** Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

***3.02 Performance Statement or Bond***

Bid Bond

 Bidder shall furnish, along with the bid, a bid bond in the amount of Ten Thousand Dollars and No Cents ($10,000), guaranteeing the bid for ninety (90) days. Upon notice of award, if the successful Bidder fails to execute an agreement mutually acceptable to both parties (Bidder and the City), or fails to provide the required performance bond or insurance certificates within thirty (30) days, the Bidder will be considered to have abandoned all rights and interest in award and the bid bond may be declared forfeited to the City as liquidated damages. At the City’s discretion, the award may either be made to the next, most qualified Bidder, or all bids may be rejected and the bid re-advertised.

***3.03 Addenda***

 All official Addenda issued by the City prior to the Closing of Bids shall become a part of this ITB and Bidder’s receipt of same must be acknowledged by Bidder in the Bid forms. No instructions or changes of any kind shall be binding on any Bidder unless documented by a proper and duly issued Addendum from the City Clerk.

***3.04 Financial Statements & Other Confidential Information***

 If requested by City or otherwise required herein, a copy of Bidder’s audited financial statement for the previous accounting year shall be delivered within seventy-two (72) hours of request by courier or USPS to the City Representative in a dedicated envelope marked “***CONFIDENTIAL***.” Upon receipt, said statement shall be considered by the City to be confidential information and treated as such in accordance with all applicable laws.

 Any other confidential/proprietary information which is submitted by Bidder as part of a Bid must be placed in a separate sealed envelope inscribed with the information set forth in Section 1.04 and marked “***CONFIDENTIAL***.” This information may or may not be kept confidential depending upon applicable law and whether or not it is a required term or condition of the Bid.

 Co-mingling of confidential or proprietary information with non­confidential information in a Bid submission packet is NOT acceptable. Each Bid becomes public record upon its receipt and opening by the City and it cannot be protected as confidential or proprietary information without designation by Bidder. Even then, its protected status is subject to all applicable laws, rules, and regulations pertaining to the State of Alabama Open Records Act.

 Bidder is further advised that any information or documentation submitted to the City that will be included in any resulting Contract cannot be considered confidential.

***3.05 Ownership of Bid***

 City shall have the right to duplicate or use all ideas, or adaptations of those ideas, contained in any Bid received in response to this ITB. Selection or rejection of the Bid will not affect this right. Each submitted Bid shall become the property of the City and shall be subject to public inspection pursuant to a lawful open records request and subject to any applicable protections of confidentiality.

***3.06 Restrictions on Communications with City Staff***

 From the issue date of this Invitation until a Bidder is selected and the Contract is awarded, Bidder shall not communicate about this ITB in any manner or under any circumstances with any elected officials or employees other than the City Representative or the City Attorney. Violation of this provision may result in the rejection of Bidder’s Bid and/or Bidder’s permanent removal from the City’s vendor list.

***3.07 Cost of Preparing Bid***

 Costs for developing the Bid and any subsequent activities prior to Contract award, including those associated with making a presentation, are solely the responsibility of Bidder. City will provide no reimbursement for such costs.

***3.08* *Verbal Representations & Past Practices***

 Bidder should not base any portion of its Bid on any verbal representations made by any City employee, agent, or representative or on any actual or perceived past practices not specifically identified and incorporated into this ITB or its Addenda.

***3.09 Section Titles in ITB***

 Titles of paragraphs used herein are for reference purposes only and any conflict between titles and the content of the paragraph shall be construed in favor of the content.

***3.10 No Contingent Fees***

 No person or selling agency shall be employed, retained, or given anything of monetary value to solicit or secure this Contract, except bona fide employees of the Bidder or bona fide established commercial or selling agencies retained by the Bidder for the purpose of securing business. For breach or violation of this provision, the City shall have the right to reject the associated Bid, annul any resulting Contract without liability, or, at its discretion, deduct from the Contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

***3.11 Withdrawal of Bid***

 Prior to the Closing of Bids, a submitted Bid may be withdrawn by submitting a written request for its withdrawal to the City Representative, duly authorized and signed by the Bidder. City will not accept unsolicited revisions or alterations to Bids after the Closing of Bids.

***3.12 Errors & Omissions***

 City shall not be liable for any errors, omissions, or misinterpretations on the part of Bidder in the course of submitting of its Bid.

***3.13 Insurance & Liability***

The Contractor shall at all times during the contract maintain in full force and effect the following types of insurance in at least the limits specified below by insurers reasonably acceptable to the City. Before commencement of work hereunder, the Contractor agrees to furnish the City certificates of insurance reasonably satisfactory to the City evidencing that such insurance has been procured and is in effect.

*Workers’ Compensation*

Coverage A Statutory

Coverage B – Employer’s Liability $ 1,000,000 each Bodily Injury by Accident

$ 1,000,000 policy limit Bodily Injury by Disease

$ 1,000,000 each occurrence Bodily Injury by Disease

# *Automobile Liability*

Bodily Injury/Property Damage $ 3,000,000

Combined – Single Limit Coverage is to apply to all owned, non-owned, hired and leased vehicles

# *Commercial General Liability*

Bodily Injury/Property Damage $3,000,000 each occurrence

Combined – Single Limit $3,000,000 general aggregate

$3,000,000 products/completed operations aggregate

Upon City’s request, Contractor shall furnish City with a certificate of insurance, not policy copies, evidencing that such coverage are in effect. Such certificate: (i) shall also provide for 30 days prior written notice of only cancellation to the City; (ii) shall show (but not “name”) the City as an additional insured; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker’s Compensation policy) except with respect to the sole negligence or willful misconduct of City.

***3.14 Immigration Law Compliance***

Bidder must provide written certification of compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting documentation establishing enrollment in the E-Verify program along with the “Immigration Law Compliance Statement” provided by the City.

Further, the award of any Contract as a result of this ITB shall be conditioned upon the successful Bidder’s not knowingly employing, hiring for employment, or continuing to employ an unauthorized alien within the State of Alabama and swearing or affirming that it shall not violate state or federal immigration laws.

Be advised that, upon award of any Contract resulting from this ITB, the successful Bidder shall therein affirm, for the duration of the agreement, that it will not violate state or federal immigration laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, should the successful Bidder be found to be in violation of this provision, it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

To the fullest extent permitted by law, the successful Bidder shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Bidder’s failure to fulfill its obligations set forth in this paragraph or contained in *Ala. Code* § 31-13-1 (1975), *et seq*.

***3.15 Conflicts of Interest & Collusion***

 Bidder shall truthfully complete the included “Disclosure Statement” and the “Non-Collusion Statement” addressing conflicts of interest and non-collusion as related to the preparation and execution of the Bid.

*“ATTACHMENT A”*

**ADDITIONAL TECHNICAL REQUIREMENTS & SPECIFICATIONS**

1. The Contractor will collect all properly prepared waste from each household (residential solid waste) throughout the City’s corporate limits on a certain fixed dollar amount per Household/per month basis. Collections must be made on collection day(s) designated by the Contractor at least one time per week. Collections will typically occur curbside.

1. The Contractor will submit statements to Customers and collect from all Customers for services provided by the Contractor pursuant to the Contract, and where applicable, all services provided pursuant to special collection arrangements specified between the Contractor and Customers.

1. Resident waste collection may be suspended on the following occasions: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, extreme weather events making travel hazardous, and declared disasters. On such days that service has been suspended, the Contractor shall perform collection on the next regular collection day. The number of collection days will not be reduced by holidays.

1. The Contractor will provide all Containers or Receptacles for use by Customers. Each container must be a ninety-five (95)-gallon “roll-out” receptacle; constructed of plastic or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the Container by vectors.

1. The Contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each household, standing upright, and will not be thrown or placed in areas where they become obstructions to traffic flow. The contractor will make collections with a minimum of noise and disturbance to residents. Collection hours are between 6 a.m. and 7 p.m. The work will be done in a sanitary manner. The Contractor's employees will pick up any spilled materials immediately. All solid waste hauled by the Contractor shall be so contained, covered, or enclosed such that leaking, spilling, or blowing are prevented. Waste collected by the Contractor shall be hauled to a properly licensed and permitted sanitary landfill or transfer station.

1. The Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the Contractor, a company vehicle identification number, and the Contractor's phone number printed on each side not less than 9 inches in height.

1. All equipment must be secure and prevent leakage of any fluids or littering of collected materials. All vehicles used in the collection of residential waste will have a fully enclosed metal top. Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered (for any reason), it is the responsibility of the contractor to immediately pick up any scattered materials.

1. Upon initiation of service, residents shall be notified of collection days (including holiday schedules), regulations, and complaint procedures. All resident inquiries and complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.

1. If a collection from a Resident has been missed, the Contractor shall return to that customer's address for pickup within twenty-four (24) hours of notification, or, if not feasible, on the next business day. Notification may be made either by the Resident, directly, or by the City.

1. The Contractor shall provide to the City Clerk, a map, or a listing of City roads included in Contractor's collection routes.

1. At the end of each twelve (12) month interval throughout the Contract, there shall be an automatic price adjustment (up or down) based on the Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics for the previous calendar year. The Contractor’s rate will be adjusted annually according to the most recent CPI rate for water and sewer and trash collection services, but in no year shall any adjustment exceed five percent (5%) over the previous year’s rate. Pricing may also be negotiated for amounts above the CPI should the parties deem it appropriate due to a change in conditions under the agreement. Franchise fees can be included in the rate.

1. The initial term of the Agreement will be for a period of three (3) years beginning on the 1st day of July, 2021, through the 30th day of June, 2024. The City will have the option to renew for an additional three-year term upon the same conditions as the initial term. Unless the City gives notice of cancelation prior to the start of the new term, the City will be presumed to have exercised its renewal option.

1. The Contractor will agree to indemnify, defend, and hold harmless the City and its agents, officers, and employees (altogether "Indemnitees") from and against any and all liability which the Indemnitees may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission, wrongful act or omission, wanton act or omission, and/or willful act or omission of the contractor or its employees, which (1) occurs during the collection or transportation of garbage/waste materials related to the agreement, (2) occurs as a result of the disposal of garbage/waste materials related to the agreement, and/or (3) otherwise relates to the agreement.

1. Contractor will certify that they are in compliance with all federal, state, and local laws, including Alabama immigration laws.

**BID SUBMISSIONS**

Bidders shall furnish the following along with their bid submission:

* Evidence that the Bidder has provided continuous residential curbside solid waste collection service in the State of Alabama for at least two (2) years.

* Evidence that the Bidder has all of the required licenses and permits to transport and dispose of non-hazardous, non-infectious solid waste in Jefferson County, the City, and the State of Alabama, or must apply for and receive all required licenses and permits within fourteen (14) days of the bid award by the City.

* Evidence that Bidder has necessary financial, personnel, and equipment resources necessary to perform the services required in this document.
* List of equipment to be used in the performance of the Contract.

* A minimum of one County or Municipal references in the State of Alabama with whom the Bidder has performed substantially similar services described in this document for at least two years.

* The following forms must be completed:
	+ Immigration Law Compliance Form
	+ Disclosure Statement
	+ Statement of Non-Collusion
	+ Indemnification Agreement
	+ Bid Bond
	+ Bid Submittal & Pricing Sheet