REQUEST FOR PROPOSAL

FOR

BID NO. 025-10

RFP FOR SOLID WASTE COLLECTION AND DISPOSAL REBID

(Garbage Collection & Disposal and Recycling Collection)

FOR

PUBLIC WORKS DEPARTMENT

FOR THE

CITY OF FAIRHOPE

FAIRHOPE CITY COUNCIL

Lonnie Mixon, Council President

Timothy M. Kant, Mayor

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ITEM I

ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00P.M. July 9, 2010, and then publicity opened thereafter, for furnishing all equipment, labor and materials, and performing all work required by the City of Fairhope entitled as follows:

Bid Number 025-10. RFP FOR SOLID WASTE COLLECTION AND DISPOSAL REBID

(Garbage Collection & Disposal and Recycling Collection)

Questions or comments pertaining to this bid must be presented in writing, sent as <u>E-mail</u> or <u>Faxed</u> to the attention of the Purchasing Manager, Daniel P. Ames, e-mail: <u>dan.ames@cofairhope.com</u>, fax number: 251-990-0125, P.O. Drawer 429, Fairhope, Al 36533, no later than Five (5) working days prior to the bid opening or will be forever waived.

THERE WILL BE NO PREBID MEETING.

A BID BOND IS NOT REQUIRED FOR THIS RFP.

All proposals, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "SEALED BID" with RFP FOR SOLID WASTE COLLECTION AND DISPOSAL REBID, BID NO. 025-10 with the, CITY OF FAIRHOPE'S NAME AND ADDRESS and BIDDER'S NAME AND ADDRESS. Each bid must be in a separate envelope. Proposals filled out in pencil will not be accepted.

The Contractor must furnish to the City of Fairhope at the time of the signing of the contract a certificate of insurance coverage, which will include comprehensive insurance, Contractor's Automobile Liability Insurance, and where applicable, Owner's Protective Liability insurance, subcontractor's public liability and property damage insurance. The right is reserved to reject any and/or all proposals and to waive informalities and to furnish any item of material or work to change the amount of the Contract. Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal.

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

No proposals will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the <u>Code of Alabama</u>, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to proposal being awarded.

No proposals shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama.

PUBLISH: BALDWIN COURIER

POSTED: 06-25-10 BID OPENED: 07-9-10 CITY OF FAIRHOPE, ALABAMA BY: DANIEL P. AMES PURCHASING MANAGER

ITEM II

INSTRUCTION TO BIDDERS

PREPARATIONS FOR PROPOSALS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and instruction printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid form shall be suitably filled in.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF FAIRHOPE:

a. The City of Fairhope, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

3. <u>SIGNATURE TO PROPOSALS:</u>

a. Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of individual signing. When requested by the City of Fairhope, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. ALTERNATE PROPOSALS:

a. Alternate proposals will not be considered unless called for.

5. CORRECTIONS:

a. Erasures or other changes in the proposals must be explained or noted over the signature of the bidder.

6. OWNER:

a. Where the word "Owner" appears herein, the same refers to City of Fairhope, Alabama, and includes the Fairhope City Council, its governing body.

7. <u>INSURANCE</u>:

a. The insurance policies of any insurance company shall be an admitted carrier by the State of Alabama, will be accepted as insurance as required for any bid or contract. See the instructions (V-1) hereinafter contained with respect to the type, form, and amounts of required insurance policies.

8. MARKING AND MAILING PROPOSALS:

a. Mark and mail proposals per the instructions in Item I, Advertisement for Request for Proposals (RFP).

9. TIME FOR RECEIVING PROPOSALS:

a. Proposals received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived. No responsibility will attach to the City of Fairhope, or Fairhope City Council for the premature opening of a proposal not properly addressed or identified. Unless specially authorized, telegraphic proposals will not be considered.

10. WITHDRAWAL OF PROPOSALS:

a. Proposals may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

11. BIDDERS PRESENT:

a. At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

12. AWARD OR REJECTION OF PROPOSALS:

- a. The Contract will be awarded to the lowest responsible bidder complying with conditions of the request for proposal, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all proposals and to waiver any informality in proposals received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the proposal of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all proposals.

13. <u>ERRORS IN PROPOSALS:</u>

a. Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the proposal. In case of error in the extension of prices, the unit price will govern.

14. CONTRACT AND BOND:

a. The bidder to whom award is made must, when requested, enter into written contract within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

15. COLLUSION:

a. If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting proposals on the same or other work with the City of Fairhope.

16. SUBLETTING OR ASSIGNING OF CONTRACT:

a. <u>Limitations</u>: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, of his power to execute such contract, to any person, firm or corporation without written consent of the City of Fairhope, and such written consent shall not be construed to relieve the Contractor of any responsibility for fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own Organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work.

Proposal Terms and Conditions

- 1. The Proposal must be signed and dated by a duly authorized representative of the vendor's company who is authorized to negotiate contracts and bind the vendor. Proposals must state the representative's name and title, and the vendor's legal name and the vendor's address, telephone and facsimile numbers and e-mail address, and the name of the person who may be contacted during the evaluation of Proposals, if necessary.
- 2. The vendor selected to enter into a contract with the City must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract.
- 3. Each respondent shall disclose in its Proposal any potential conflict of interest with respect to the respondent's Proposal. For purposes hereof, a "conflict of interest" shall include any real or seeming incompatibility between the private interests of a respondent, or any of its principals, employees or agents, and the public interests or fiduciary duties of such respondent or person.
- 4. The submitted Proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all Proposals. Failure to complete any portion of this request may result in rejection of a Proposal.
- 5. Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers the City of Fairhope increased benefits.

- By submitting a RFP the vendor agrees to participate in the selection process as described in this document.
- 7. Proposals received by the City shall become a matter of public record and subject to public inspection. If a vendor desires to keep certain information confidential, shall information shall be clearly marked in capital letters as "CONFIDENTIAL"; provided, however, and anything in this RFP to the contrary notwithstanding, each vendor understands and acknowledges that the City shall only keep information confidential to the extent it is permitted to do so under applicable law and the City cannot, and does not, make any representation or warranty with respect to maintaining the confidentiality of any information submitted in response to this RFP. The City further disclaims any liability arising from or related in any way to the disclosure of any such confidential information and, by submitting a Proposal in response to this RFP, a respondent shall be deemed to have waived and released the City from any such liability.]
- 8. No representations, negotiations, decisions, or actions shall be relied upon by the vendor as a result of any discussions with a City official, employee and/or consultant. Only those instructions provided in written form from the City may be relied upon. Also, the City will only consider written and signed requests from vendors.
- 9. The City shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process, including, but not limited to, any costs associated with Proposals submitted in response to this RFP or any costs associated with meetings, travel, or negotiations.
- 10. Responses submitted to this RFP shall become the property of the City and will not be returned.
- 11. The City reserves the right to amend this RFP by addendum, at any time, in its sole and absolute discretion, including, but not limited to, the schedule set forth herein, and the City will furnish such addenda as may be issued to those vendors being furnished with a copy of this RFP.
- 12. All questions and requests for clarification or interpretation must be made in writing and directed to the contact listed herein. All answers to questions, clarifications and interpretations of this RFP shall be made only by addendum issued by the City. The City will furnish such addenda as may be issued to those vendors being furnished with a copy of this RFP.
- 13. Each addendum issued by the City will be transmitted either by email, facsimile, United States Mail or other courier service. Any addendum so issued shall be considered a part of this RFP and each respondent shall acknowledge in its Proposal receipt of all addenda. Failure to include such acknowledgement in a Proposal may be grounds for disqualifying the vendor from further consideration.
- 14. The contents of each vendor's Proposal, including technical specifications for for the proposed services shall remain valid for a minimum of ninety (90) calendar days from the Proposal due date, and the Proposal may not be withdrawn during said ninety (90) day period without the prior written consent of the City.
- 15. The City, if it selects a vendor through this RFP process, will award a contract to a single vendor for all provisions of the RFP. Vendors may provide a Proposal that includes subcontractors, but the City will enter into a single agreement with one vendor acting as the prime contractor. The prime contractor will be responsible for fulfillment of all obligations under the contract, including but not limited to, the timeliness, quality, and deliverables provided by any subcontractors under the prime contractor's agreement.

- 16. Commencing with the issuance of this RFP, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its Proposal to the City or its personnel. All communications shall be made to the contact identified herein. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.
- 17. By submitting a Proposal in response to this RFP, each vendor expressly represents that they have taken no exception to any term, condition, obligation or requirement contained in this RFP, unless such exception is clearly and expressly stated in its Proposal. Each vendor further represents that they will report immediately to the City in writing any errors, inconsistencies, ambiguities, or terms which limit competition or which or otherwise unlawful that they discover in this RFP and supporting documentation.
- 18. The City may make such independent investigations as it deems necessary to determine the capability of any vendor to perform the work, and each vendor shall furnish to the City all such information and data for this purpose as the City may request. Failure to furnish such information in a timely manner may be grounds for disqualifying the vendor from further consideration.
- 19. Anything in this RFP to the contrary notwithstanding, the City reserves the right at all times and in its sole and absolute discretion, to do any one or more of the following: (i) cancel this RFP, at any time; (ii) reject any and all proposals that may be submitted; (iii) negotiate with one or more of the respondents submitting Proposals until such time as a definitive agreement is reached with a respondent or until the City determines to discontinue negotiations.

Schedule

The following is the current PROJECTED schedule as defined by the City of Fairhope:

Selection Process Step	Date(s)
Release and Issuance of the Request for Proposal (RFP)	06/25/10
Mandatory Pre-Bid Meeting	none
Proposals Due	07/09/10
Vendor Selection	07/25/10
Council Approval	07/23/10
Begin Implementation	11/01/10

Please provide one (1) original and five (5) copies of the Response/Proposal.

<u>ITEM III</u>

RESPONSE FORM

Date:/		
Bid No.: 025-10		
Bid Name: RFP FOR SOLID WASTE COLLECTION (Garbage Collection & Disposal and Recycle)		
Award Duration: THREE (3) years from signing date of (3) additional years, and thereafter in ONE (1) to THRE remain the same, and both parties are in agreement to Bid will include all labor, materials, equipment, shipping costs necessary to provide the complete services outlined.	EE (3) year increments if to renewing the contract. g and postage, overhead,	erms and conditions, including pricing profit, bonds, insurance and all other
The Contractor agrees to complete all the work within approved by the City of Fairhope.	timeframe stated in contra	ct, unless other arrangements are
The contractor agrees to provide curbside residential grovide the same level of service as offered, but not lin		
<u>SERVICE</u>	FREQUENCY	PRICE PER HOUSEHOLD
1. RESIDENTIAL GARBAGE	ONCE / WEEK	\$
2. RESIDENTIAL GARBAGE	TWICE / WEEK	\$
3. RESIDENTIAL RECYCLING	ONCE/WEEK	
4. RESIDENTIAL RECYCLING	NONROUTINE PER E	ACH \$
5. RESIDENTIAL RECYCLING COOKING OIL	ONCE / WEEK	\$
<u>SERVICE</u>	<u>FREQUENCY</u>	PRICE PER BUSINESS
1. COMMERCIAL GARBAGE	ONCE/WEEK	\$
2. COMMERCIAL GARBAGE	TWICE/WEEK	\$
3. COMMERCIAL GARBAGE	THREE/WEEK	\$
4. COMMERCIAL GARBAGE	FOUR/WEEK	\$
5. COMMERCIAL GARBAGE	FIVE/WEEK	\$
6. COMMERCIAL RECYCLING	ONCE/WEEK	\$

NONROUTINE PER EACH

7. COMMERCIAL RECYCLING

SERVICE	FREQUENCY	MONTHLY COST
1. COLLECT GARBAGE FROM APPX. 50 DOWNTOWN WHITE BOXES	SEVEN/WEEK	\$
2. COLLECT GARBAGE AND RECYCLING FROM APPX. 20-25 BLUE BARRELS IN CITY PARKS AND APPX. 12 UNITS ON MUNICIPAL PIER	SEVEN/WEEK (SEASONAL)	\$
3. COLLECT "GRIT" &GREASE FROM WASTERWATER TREATMENT PLANT (approx.1,300 lbs.)	M FIVE/ WEEK	\$
2. COLLECT GARBAGE AFTER SPECIAL EVENTS	PER EVENT	HOURLY COST \$
LIST OF EXISTING GARBAGE CART / CO	OOKING OIL JUGS INVEN	NTORY FOR PURCHASE
(quantities approximated)		
1. Purchase price of 4,100 used 96 gallon r	oll	
around garbage carts		\$ per cart
2. Purchase price for 2,640 used 64 gallon	roll	
around garbage carts		\$ per cart
3. Purchase price for 1,065 used 48 gallon	roll	
around garbage carts		\$ per cart
4. Purchase price for 100 new 96 gallon rol	I	
around garbage carts		\$ per cart
5. Purchase price for City owned 1 gallon p	lastic jugs	\$ per jug

The above bid is made on	behalf of		
corporation. I / WE cert propose to furnish all ne	ished. The proposal is m ify that I / WE have caref ecessary labor, materials,	nade without coll ully examined th equipment, ship	tee of MY / OUR authority to submit the lusion on the part of any person, firm, or ne specifications hereto attached. I / WE sping, overhead, profit, bonds, insurance tlined and in the manner specified within
Bidder (Corporation)			
(Signature)			
(Business Address – Stre	et)		
(Business Address – City	, State, zip)		
(Phone)	Fax	Alabama	License No
Attest:		Incorporation in	
(Corporate Officer S	ignature, not bidder)		(State)
Federal ID Number			
THIS MUST BE NOTARIZE	ED!		
STATE OF	}		
	} ss:		
COUNTY OF	}}		
I. the undersigned author	ority in and for said State a	and County, here	eby certify that,
as		,,,	,
		name is signed	to the foregoing document and who is
known to me acknowled	laed before me on this da	v. that, being inf	ormed of the contents of the document
	voluntarily on the day the		

Given under my hand and Notaries Seal	l on this day of,
	NOTARY PUBLIC
	MY COMMISSION EXPIRES:

ITEM IV

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That		of
	(Name of Contractor)	
as Principal, and	(Address) (Name of Surely)	of
	(Address)	, as Surety, are held
firmly bound unto CITY OF FAIRHOPE, a Obligee, in the full and just sum of FIVE PE States, for the payment of which sum, vadministrators, successors and assigns, join	Political Subdivision of and Body Corpora RCENT (5%) OF,well and truly to be made, we bind our	lawful money of the United
WHEREAS, the said Principal is herewith su	ubmitting its proposal for	
BID NO. 025-10, RFP FOR	SOLID WASTE COLLECTION AND DISP	OSAL REBID
performance of the terms of and conditions of and the Surety will pay unto the Obligee the the amount of the proposal of the next lowes received, the full amount of the proposal gua- default.	difference in money between the amount of st bidder, which amount shall not exceed \$1	f the Contract as awarded and 0,000. If no other bids are
Signed, Sealed and Delivered		
Date		
(Contracting Firm)		
(Principal)	_	
(Witness as to Principal)	_	
(Name of Surety)	_(SEAL)	
(Witness to Surety)		

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY

ITEM V

PERFORMANCE BOND

KNOW ALL MEN: That we	(the Contractor)				
(Insert here the name & address of legal title of	r the Contractor)				
	hereinafter	called	the	Principal,	and
(Insert here the name and address of legal title	of one or more suret	ies)			
				and	
				_and _	
hereinafter called the Surety or Sureties, are he called the Owner in the sum of I whereof the Principal and the Surety or Sureties successors and assigns, jointly and severally, for the surety of the successors and severally, for the surety of the successors and assigns, jointly and severally, for the surety of the	Dollars (\$ s bind themselves, th	eir heirs, e) for t	he payment	
WHEREAS, the Principal has, by means of entered into a contract with the Owner for: Bic agreement is by reference made a part hereof,	l No. 025-10, Solid W				which
NOW THEREFORE, The conditions of this oblithe Contract on his part, and satisfy all claims a indemnify and save harmless the Owner from a failure to do so, and shall reimburse and repay incur in making good for any such default then remain in full force and effect.	and demands, incurre all cost and damage w the Owner all outlay	d for the sa which he mand expension	ame, ar ay suffe se whic	nd shall fully er by reason o h the Owner r	f nay
PROVIDED, HOWEVER, that no suit, action brought on his Bond after twelve months from due.			-		
PROVIDED, further, that the said surety or sur change, extension of time, or addition to the tunder of the Specifications thereof shall in a hereby waive notice of any such change, excontract, or to the work, or to the Specifications	erms of the Contract ny way effect their o tension of time, alter	or to the volume	vork to on this	be performed bond, and th	I there ney do
Signed and Sealed this day of	, ·	20			
(Individual principals sign here)					
Business Name					
(<u>Individual</u> principal's signature)		(SEAL)			
(<u>Individual</u> principal's printed name)		(SEAL)			
(<u>Individual</u> principal's signature)		(SEAL)			
(<u>Individual</u> principal's printed name)		(SEAL)			

(<u>Individual</u> principal's signature)	(SEAL)
(Individual principal's printed name)	(SEAL)
In the presence of:	
(Witness)	
(Witness)	
****************	*********************
(Corporate principal signs here)	
(Corporation Name)	
(Corporate principal's signature)	
(Corporate principal's printed name)	
(Attest)	
(Surety signs here)	
(Witness to Surety)	

VI

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we	
	as Principal, and
	as Surety, are held and firmly bound
unto said City of Fairhope hereinafter called the Obligee	
lawful money of the United States, for the payment of wh	ich sum and truly to be made, we bind ourselves,

our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated _____ 20___. (Hereinafter called the Contract) for **Bid No. 025-10, Solid Waste Collection and Disposal** which Contract and the Specifications for said work shall be deemed a part

presents.

hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorneys' fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the City of Fairhope or their successors or representatives as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or preceding thereon that is instituted later than one year after the final settlement of said contract.

Signed and Sealed this day of	, 20
(Individual principals sign here)	
Business Name	
(Individual principal's signature)	(SFAL)
(Individual principal's printed name)	
(Individual principal's signature)	
(<u>Individual</u> principal's printed name)	
(Individual principal's signature)	
(<u>Individual</u> principal's printed name)	
In the presence of:	
(Witness)	
(Witness)	
***************	***********
(Corporate principal signs here)	
(Corporation Name)	
(Corporate principal's signature)	
(Corporate principal's printed name)	
(Attest)	
(Surety signs here)	
(Witness to Surety)	

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public

works and suits thereon".

ITEM VII INSURANCE REQUIREMENTS:

- 1. Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.
- 2. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

3. NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE CITY.

4. Worker's Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability \$100,000 Each Accident

\$100,000 Each Employee

\$500,000 Policy Limit

5. <u>U.S. Longshoreman & Harbor workers Act (USL&H)-</u>

Required if contract involves work near a navigable Waterway that may be subject to the USL&H law.

6. Maritime Endorsement (Jones Act)-

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

Bodily injury by accident \$1,000,000 Each Accident

Bodily injury by disease \$1,000,000 Aggregate

7. Commercial General Liability

Coverage on an Occurrence form with a combined single limit of (Bodily Injury

and Property Damage combined as follows:

Each Occurrence \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate

\$2,000,000

- Coverage to include

- o Premises and operations
- Personal Injury and Advertising Injury
- o Products/Completed Operations
- o Independent Contractors
- Blanket Contractual Liability
- o Explosion, Collapse and Underground hazards
- o Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

8. <u>Automobile Liability</u>

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

9. Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

ITEM VIII SCOPE OF WORK AND SPECIFICATIONS

FOR BID NO. 025-10

RFP FOR SOLID WASTE COLLECTION AND DISPOSAL REBID

FOR THE PUBLIC WORKS DEPARTMENT FOR THE CITY OF FAIRHOPE, AL

SCOPE

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

Minimum specifications <u>MUST</u> be met. Additional features and/or capabilities not included in the specifications may be included in the bid.

The City of Fairhope reserves the right to reject any or all bids for any reason.

QUOTE EVALUATION:

Each response will be reviewed prior to the selection process for completeness and adherence to format. Failure to complete all instructions and supply all required submittals may result in the vendor being declared non-responsive.

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I. PURPOSE AND BACKGROUND OF PROPOSAL

The City of Fairhope is seeking proposals from qualified firms for collection and disposal of residential and commercial garbage, and collection & processing of recyclable materials, within the City's corporate limits.

Per City of Fairhope Municipal Code, Section 21-75. Rates, (b) "Nothing shall prevent an occupant from contracting for garbage service with other licensed contractors within the City; however, the minimum monthly charge must be paid the city by every occupant".

Citizens are highly encouraged to participate in our curbside recycling program.

II. PROPOSAL DEFINITIONS

"Bidder"	An individual or business submitting a proposal to the City of Fairhope.	
"City"	Is the City of Fairhope, Alabama.	
"Contract"	Means an agreement for the procurement of items of tangible personal property or services.	
"Contractor"	One who proposes to furnish all labor, materials and services reflected in this proposal, in a subsequent contract with the City.	
"Desirable"	The terms "should", "preferably", or "prefers" identifies a desirable or discretionary item or factor.	
"Garbage"	Describes sanitary(putrescible) waste which is required to be disposed of in the Baldwin County Solid Waste Landfill, located in Magnolia Springs, Alabama.	
"Mandatory"	The terms "must", "shall", "will", "is required" or "are required" as described in this document, mean identification of a mandatory item or factor. Failure to meet a mandatory item or factor MAY result in rejection of the bidder's proposal.	
"Recyclables"	Describes materials such as papers, plastics and cans which are recycled for commercial purposes. A precise list of these materials are reflected later in this document.	
"Solid Waste Landfill"Describes the Baldwin County Sanitary Waste Landfill, owned and		

Alabama.

operated by the County of Baldwin, and is located in Magnolia Springs,

III. DESCRIPTION OF EXISTING SERVICE

1. EXISTING SERVICE

The City of Fairhope currently provides twice weekly curbside automated garbage collection to its approximate 7,665 residential customers. There are approximately 18 residential customers who receive a special twice weekly back door pickup, due to physical challenges or age.

There are 401 commercial customers receiving a once per week collection. There are approximately 300 commercial customers who receive varying service levels, ranging from twice per week to five times per week. The higher service levels would be principally local restaurants who are open all week for business.

All municipal complexes receive pickup. This includes, but not limited to, the wastewater treatment plant, the golf course, the municipal ball parks, the community recreational center, the mechanic shop, the warehouse facilities, the city hall complex, the police department, the museum, the library, the Welcome Center, the Nix Center, all recreational parks, the civic center, the fire hall, and the fire stations, six water well sites once per week with approximately 60lbs. per site. Bidders should include this service in their overall pricing.

The City of Fairhope operates its garbage collection from 1 am til finish. The route is finished every day, with each customer with a can out, receiving pickup. All garbage misses, or requests for a return pickup are picked up daily if called in by 3 pm. The downtown areas, busy highways (highway 181), and areas around schools are picked up before heavy traffic begins in the mornings.

Garbage trucks are single axle trucks, thereby reducing the heavy loads on residential streets. The reduction of heavy loads on residential streets reduces the need for continual asphalt and road repairs. These trucks usually have a maximum capacity of 22 – 24 yards. Wheel bases on a 24 yard truck shall have a cab over chassis. This shorter wheel base reduces the need to backup in cul ce sacs. We have had complaints of being waked up to the back up alarm on garbage trucks. Deleting the necessity for backing up, cures that problem.

Small construction and demolition (C& D) material is now allowed in garbage cans. Anything C & D and small enough to put in a garbage container, is allowed to be dumped.

Damage to residents or city property will result in immediate notification of address, and extent of damage to the resident and to the city. This damage has in the past included mailboxes, storm drain inlets, and the like.

Repairs to cans include replacing wheels, lids, etc and is completed weekly. New can delivery and/ or pickup is completed weekly.

All garbage cans maintain a serial number which reflects the home with which it belongs. A database is maintained for the garbage cans and serial numbers. This aids in tracking lost or stolen cans.

All cans must have the lids which open to 120 degrees. This 120 degree lid closes as the garbage is disposed of in the truck. This prohibits rainwater from being hauled to the Magnolia Springs landfill. These lids reduce costly tipping fees for rainwater.

All customers, both residential and commercial, utilize either a 48, 64 gallon or 96 gallon green roll around cart for garbage collection.....there are no roll off type containers of any type.

All existing solid waste customers, both residential and commercial, have the option of participating in the once per week curbside recycling program. The participants in recycling have purchased 15 gallon blue containers from the City for their use of the curbside service.

There is a forty-six (46) percent recycling participation. County residents use the municipal recycling facility for recycling use. The annual report, located on the City of Fairhope website depicts the amount of each recycling material collected. The City of Fairhope operates its curbside recycling program from 5am til finish. Starting at 5 allows the larger trucks to collect in the downtown area before traffic begins.

Misses or request for return pickups will be completed the day they are called in, if called in to city personnel by 3 pm.

2. POPULATION

As of 2009, there are approximately 17,000 citizens who reside inside of the corporate limits of Fairhope.

3. GARBAGE STATISTICS

During fiscal year 2009, the City of Fairhope collected 7,782 tons of garbage. This includes both residential and commercial customers.

4. RECYCLABLES STATISTICS

During fiscal year 2009, the City of Fairhope collected 1,543 tons of recyclable materials. This includes both residential and commercial customers.

The breakdown is as follows: Mixed paper 1073 tons; cardboard 276 tons; plastics 43 tons; misc metals 132 tons; aluminum 18 tons.

IV. GARBAGE COLLECTION

- 1. Residential and commercial garbage collection services utilize either a 96 gallon, 64 gallon or 48 gallon upright roll around cart with a hinged lid. Residential customers are emptied via an automated garbage truck and then returned to an upright position with the lid closed, while commercial customers are handled via a small rear loading back door service truck due to the narrow space conditions which exist in alleys behind the businesses. From the date established in the contract, the Contractor shall be responsible for furnishing said collection services to all residential/commercial/all City facilities and as well, furnishing said 96, 64 or 48 gallon garbage carts to City of Fairhope customers as needed. The contractor shall also be responsible for the maintenance and upkeep of all garbage collection containers.
- 2. Additionally, the City requires as part of the award, the Contractor to purchase its existing inventory of 48, 64 and 96 gallon roll around garbage carts. We estimate the following to be an inventory of existing carts......4,100 ninety-six (96) gallon carts Toter model 96GEVRIIUNIV-NEST; 2,640 sixty-four(64) gallon carts Toter model 64GEVRIIUNIV-NEST and 1,065 forty-eight(48) gallon carts Toter model 48GEVRIIUNIV-NEST. As well, the City has approximately one-hundred(100) ninety-six(96) gallon carts in inventory that are new. There exists also a small inventory of replacement parts for can repairs. Upon acquisition of the carts, the Contractor will remove all references to the City of Fairhope, including logos, from the carts. The Contractor may retain the cart identification numbers, unique to each cart. The Contractor, at a minimum, will keep the same level of cart delivery, maintenance and repairs as the City provides today.
- **3.** The Contractor is responsible for providing all labor, equipment and materials necessary for the collection and disposal of all garbage(unless otherwise noted)....as well as all incidental costs associated with providing this level of service as an independent Contractor.
- **4.** As an <u>option</u>, the City of Fairhope will retain the responsibility of collecting garbage from all existing City owned, white refuse containers in the downtown Fairhope area(on public rights-of-way only), as well

as emptying the blue garbage barrels from all City owned parks and the Municipal Pier. The Contractor shall submit a price to execute this work. There are approximately(fifty) 50 white garbage boxes downtown, approximately 25-50, depending on the event, blue 55 gallon collection barrels in our parks and approximately twelve(12) 30 gallon carts on the Municipal Pier.

- **5.** As an <u>option</u>, the City of Fairhope will retain the responsibility of collecting garbage after City sponsored public events (on public rights-of-way only). The Contractor shall submit a price to execute this work. See sample special events in this document.
- **6.** The City of Fairhope shall retain all existing customer billing services for solid waste activities within the Fairhope Corporate limits. The Contractor will assign its own lead coordinator, a direct employee of the Contractor, for the purposes of coordinating all garbage and recycling activities. This employee will coordinate closely with the City of Fairhope Solid Waste Environmental Officer, or other designee, as required for quality control, customer issues, questions regarding schedules and the overall program itself. The name, address and phone number of the Contractors' lead coordinator SHALL be submitted with the Proposal.
- 7. The City of Fairhope will continue to pay the Baldwin County Solid Waste Department on a monthly basis, with itemized billing based on actual tons delivered to the Magnolia Springs facility from the Contractor. Contractor will promptly submit all signed, delivered tonnage tickets to the City of Fairhope, at a frequency that does not hinder the City's payment of the bills.
- **8.** The Contractor shall, for the duration of this Contract, continue to collect garbage at the curbside as the program exists today. This applies to residential, commercial and multi-family units inclusive.
- **9.** The Contractor shall maintain the same quality of service to City of Fairhope solid waste customers, and should run the same schedules as exists today. This minimizes confusion amongst solid waste customers as to collection days, etc. The Contractor shall submit his proposed plan for garbage and recycle collection as part of this proposal process. All trucks shall be equipped with "diminishing decibel" back up safety alarms.
- **10.** The Contractor shall be responsible for furnishing the necessary solid waste vehicles for efficient collection of garbage and recyclables. These vehicles must be single axle trucks and be able to turn in cul de sacs without backing.
- **11.** The Contractor shall be responsible for "cradle to grave" handling of collected garbage. As well as direct haul to the Baldwin County Landfill in Magnolia Springs.
- **12.** All garbage collected from both residential and commercial customers within the corporate limits of the City of Fairhope SHALL be taken to the Baldwin County Sanitary Landfill, located in Magnolia Springs, Alabama for disposal.
- **13.** The Contractor shall remain ready to respond to irregularities in garbage collections, such as missed collection or "late put out/ please pickup request" when notified by the City of Fairhope. Should, the call for missed collection or pickup request be made prior to 3:00 p.m., the Contractor shall collect the miss on that same afternoon/evening. If the call is an unforeseen special pickup, the contractor is required to pickup before the end of the work week.

- **14.** All garbage, not just garbage placed in a can, will be picked up on the garbage route at the time when the garbage route is being run. Garbage will not be left behind because it is not in a can, or if there are extra bags out for pickup.
- **15.** The contractor shall verify to the City's designated representative, that garbage collected <u>is</u> from City residents. Much of the Montrose area has households that are in the city, with households next door in the county. We do this today by using city issued garbage cans to city residents. We will only be responsible for tipping fees for garbage collected from city residents.
- **16.** Bidders will submit on the bid response form, a per household unit cost for both, once per week collection service, and twice per week collection service, and shall include the cost of any and all applicable fees, such as, environmental fees.

V. RECYCLABLES COLLECTION/HANDLING

- 1. Residential customers shall be afforded an opportunity to have recyclables collected once per week at the curbside in front of their home. Commercial customers shall be provided, at a minimum, once per week recycling service. Commercial customers shall have the option to pay for additional recycling pickups as may be demanded by the nature of their business. The Contractor will be required to provide a minimum of 15 gallon blue bins, or larger blue roll around carts, for both residential and commercial recycling customers at his expense, once this Contract commences. Said containers will have a logo such as "We Recycle", or "Recycling Only", or a similar phrase describing this specific service permanently attached to the container. All recycling containers will be maintained by the Contractor at his expense.
- 2. The Contractor shall be responsible for all labor, equipment and materials necessary for the collection and handling of recyclable materials for residential/commercial/City owned facilities, as well as all incidental costs associated with providing this level of service as an independent Contractor.
- **3.** Additionally, the City requires as part of the award, the Contractor to purchase its existing inventory of recycle bins. We estimate the following to be an inventory of existing bins 150. Upon acquisition of the bins, the Contractor will remove all references to the City of Fairhope, including logos, from the bins.
- **4.** At minimum, the Contractor shall collect newsprint, mixed paper, plastics, aluminum, tin, cardboard, chip board such as cereal boxes, glass, books, newspaper, computer paper, magazines, recycled metals, white goods, etc. Cooking oil should be included in the bid response, although the City may opt to continue this service as its own.
- **5.** The Contractor is to manage the curbside used cooking oil program, including the provision of containers for oil collection, the collection of the oil and the disposition of the oil.
- **6.** Unless the City chooses another option, as part of this award, the Contractor will purchase the City of Fairhope's existing stock of plastic cooking oil collection containers, Approximate number: 950, one (1) gallon jugs w/caps.
- **7.** The Contractor will collect white goods only after residents cause all hazardous materials to be extracted by a certified vendor, and a State approved certification sticker applied to the appliance attesting to this compliance. The Contractor will be solely responsible for the handling and management of the Household Hazardous Waste program.

- **8.** The City currently has a drop off spot near our transfer station for the drop off of batteries, paints, etc, and functions only for household/residential grade drop off....no contractors are allowed to drop off materials on site. The Contractor shall work with the City in order to achieve compliance with state and federal recycling laws.
- **9.** The Contractor shall be responsible for furnishing the necessary vehicles and materials for efficiently collecting recyclable materials.
- **10.** Once collected, all recyclable materials shall become the sole property of the Contractor, as shall the revenues from the sale of said collected materials. The Contractor shall deliver all recyclable materials to a City, County or State approved final destination for final disposition. The Contractor must verify to the City's designated representative, that all recyclables collected are being recycled.
- **11.** As a provision of this proposal process, The City of Fairhope shall retain the option for recycling services at all City sponsored events and from all City owned parks. The Contractor shall also submit a price to provide this service.
- **12.** The Contractor shall remain ready to respond to irregularities in recyclables collections, such as unforeseen or special pickups, etc, and shall respond within 24 hours of being notified by the City of Fairhope. Missed collection or pickup requests will be picked up the day it is called in if called in by 3:00 pm.
- **13.** Bidders shall submit on the bid response form, a per household unit cost for once per week residential recycling collection service, and a per business unit cost for once per week commercial recycling collection service..
- **14.** Bidders shall submit on the bid response form, a per unit cost for extra recycling pickups for commercial customers.
- **15.** Contractor must pickup on regular scheduled days. The City of Fairhope picks up half the town on Mondays and Thursdays and the North half (from Fairhope avenue North) on Tuesdays and Fridays. If the city opts to continue twice weekly collection, this route will remain the same. If the city opts to discontinue twice a week service and start once weekly collection, the route will follow the recycling pickup days. This route is divided four ways with Fairhope Avenue and Greeno Road acting as the dissecting lines. Changed pickup schedules due to Holidays will be advertised in the paper at a minimum, at least three to five days before the scheduled holiday route change. Contractor shall give us the scheduled pickup changes due to holidays and the plan for notifying the public.

VI. SPECIAL CONTRACTOR PROPOSAL CONDITIONS

- 1. The price proposals stated in the bidder's proposal will not be subject to any price increase commencing from the date on which the Proposals are opened at the City of Fairhope Purchasing Department to the date of award by the Fairhope City Council OR for a period of 90 days commencing from the date on which the Proposals are opened at the City of Fairhope Purchasing Department...whichever is the greater time period. The Contractor's signature of the bid proposal sheet will bind both he and his organization to these terms and conditions, should a subsequent contract be executed.
- **2.** The City of Fairhope recognizes that, in today's economy, fuel costs are quite volatile. Price escalation, based on increased fuel costs, will be evaluated, and may be permitted only at the end of each quarterly period, throughout the contract period, and only where verified to the satisfaction of the City.

However, price decreases are subject to implementation at any time and shall be immediately conveyed to the City. Prices for this contract will be evaluated, and may be adjusted quarterly, based on the last OPIS price published on the execution date of this contract, compared to the closing OPIS price the day before the quarterly evaluation. Any approved price changes will be effective only at the beginning of the calendar month following the quarterly evaluation. After Award, but before contract execution, The Contractor will provide the City documentation defining the percentage of monthly residential and commercial billing attributed to fuel costs. Federal or State mandated environmental charges, should they change during the course of this contract, will be evaluated on an "as needed, case by case basis".

- **3.** Contractor's lead coordinator is to report to City of Fairhope Solid Waste Environmental Officer, or his/her replacement, and will confer with him/her as necessary to insure satisfactory work progress and quality assurance.
- **4.** All reports, estimates, and documents submitted by the Contractor must be dated and be presented on Contractors letterhead.
- **5.** The Contractor shall bill the City of Fairhope on the first of each month for the services provided for the previous month, i.e. submit a bill February 1st for services performed January 1st through January 31st.
- **6.** All reports and billing presented to the City of Fairhope are subject to review, verification and approval by the City Administrator and City Council.
- **7.** The City of Fairhope reserves the right, and will, inspect the Contractors activities during the term of this contract.
- **8.** After reasonable notice to the Contractor, the City of Fairhope may review any of the Contractors internal records, reports or insurance policies applicable to the contract, during the term of this contract.
- **9.** The Contractor will provide the required services, and will not subcontract or assign the services without written approval by the City of Fairhope.
- **10.** Both the Contractor and the City of Fairhope agree that the Contractor is neither an employee nor an agent of the City of Fairhope for any purpose.
- **11**. The successful Contractor is required to possess and provide evidence of all necessary City, County, State and Federal licenses and/or permits required to operate in the business of municipal solid waste.
- **12.** The Contractor agrees to indemnify, hold harmless, and defend the City of Fairhope, their officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its sub-contractors in connection with the work to be performed under this contract.
- **13.** The successful Contractor shall provide a performance bond, licensed to do business within the State of Alabama and acceptable to the City of Fairhope, in an amount equal to 100% of the first contract years value using the tonnage reflected in Section III, Item 3 of this document. The Contractor shall provide performance bond with return of <u>prior</u> to the delivery of an executed contract.
- **14.** For each succeeding year of the multi-year contract, the Contractor shall provide the City of Fairhope proof of full payment of the premiums for their respective performance bond by 60 days prior to the beginning of the next contract year. The value of the renewal performance bond shall be equal to the

value of the contract during the year prior to the year for which the bond renewal will cover. The mechanism for calculating the value of the renewed bond shall be subject to the City of Fairhope review and approval.

15. Failure to deliver a performance bond for any year of this multi-year contract per the conditions set forth in paragraphs 14 and 15 of this section, shall constitute breach of contract and shall entitle the City of Fairhope to terminate the contract upon expiration of the current performance bond.

VII. MANDATORY CONTRACTOR INFORMATION

- **1. Qualifications:** Please list your company's years and business, staff profile and experience which qualify your company to provide the services required by the City of Fairhope. Also provide contact information/experience for your company's lead coordinator, who would be the first point of contact for the City of Fairhope. Identify emergency contacts and provide telephone numbers for contact on a 24/7 basis(24 hours per day/seven days per week basis. (*Attach as Supplement A*)
- **2. References:** Please list (3) or more references from <u>current customers or municipalities</u> receiving the same or similar service(s).....inclusive of both garbage collection and recycling programs. Include name of customer, first point of contact in that organization and telephone number. (Attach as Supplement B)
- **3. Program:** Please describe, in detail, how you propose to execute the required services as described in the body of this document for <u>garbage collections</u>. Be specific with routes, schedules(times and hours of daily operations), manpower(# of crews & size of crews), trucks & equipment dedicated to the Contract including back-up equipment. Also describe your recycling and marketing plan, which includes how you will manage recyclable materials collected in the City of Fairhope (ie..separation practices @ curbside or elsewhere). Also attach a list of potential processors of recyclable materials including the name and address of said vendors. Please provide **all** relevant collection details. (**Attach as Supplement C**)
- **4. Reporting:** The Alabama Department of Environmental Management(ADEM) requires that the City of Fairhope report tonnages and/or volumes be reported quarterly for both garbage and recycling collected. Please explain how your company will track, record and submit this data to the City of Fairhope in such a manner that will allow us ample time for turnaround reporting to ADEM. (Attach as Supplement D)
- **5. Public Education:** Please describe any tools that your company can provide the City of Fairhope to assist in improving the current recycling program, such as educational and outtreach materials, special containers for public events, etc. (*Attach as Supplement E*)
- **6. Consideration of existing City of Fairhope Solid Waste Personnel:** Should this Request for Proposal lead to an outside contract, the chance of solid waste personnel losing their employment with the City of Fairhope would likely become a reality. Please describe <u>in accurate detail</u> how your Company would assist a portion of City employees who have suffered a job loss in gaining employment with your Company, and continue their careers in solid waste here in the Fairhope area. Please understand that these employees are valuable assets, in that they are familiar with schedules, routes, City streets and alley ways. Most importantly, they are in tune with the needs of our citizens, and most have served for a number of years in providing a high level of service to them. There are approximately 11 City of Fairhope employees available for hire by the Contractor...six of which are garbage employees and five of which are recycling employees. Their titles range from Crew Leaders to Sanitation worker. There are two crew leaders in this mix....one each for garbage and recycling and the balance are sanitation workers. Crew leader salaries range between \$33,000 & \$36,000 per annum(minus benefits). Sanitation workers in the

garbage department range between \$27,000 & \$40,497 per annum(minus benefits). Sanitation workers in the recycling department range between \$26,000 and \$32,000 per annum(minus benefits).

It would be very **desirable** for the City of Fairhope to see personnel who may lose their jobs to be gainfully employed by the Contractor. (Attach as Supplement F)

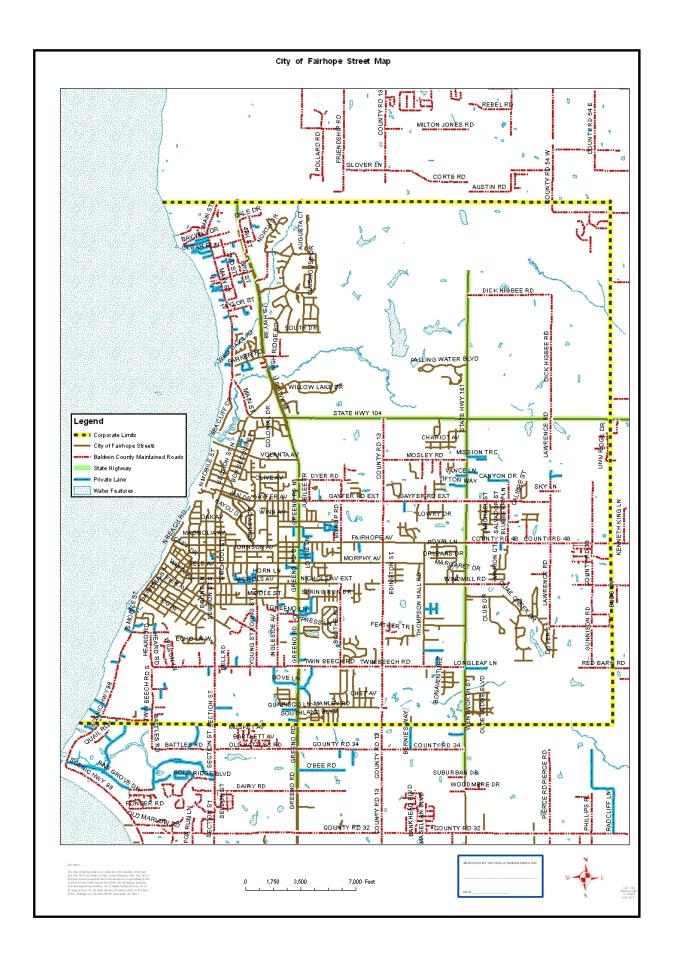
VIII. SAMPLE LIST OF SPECIAL CITY EVENTS

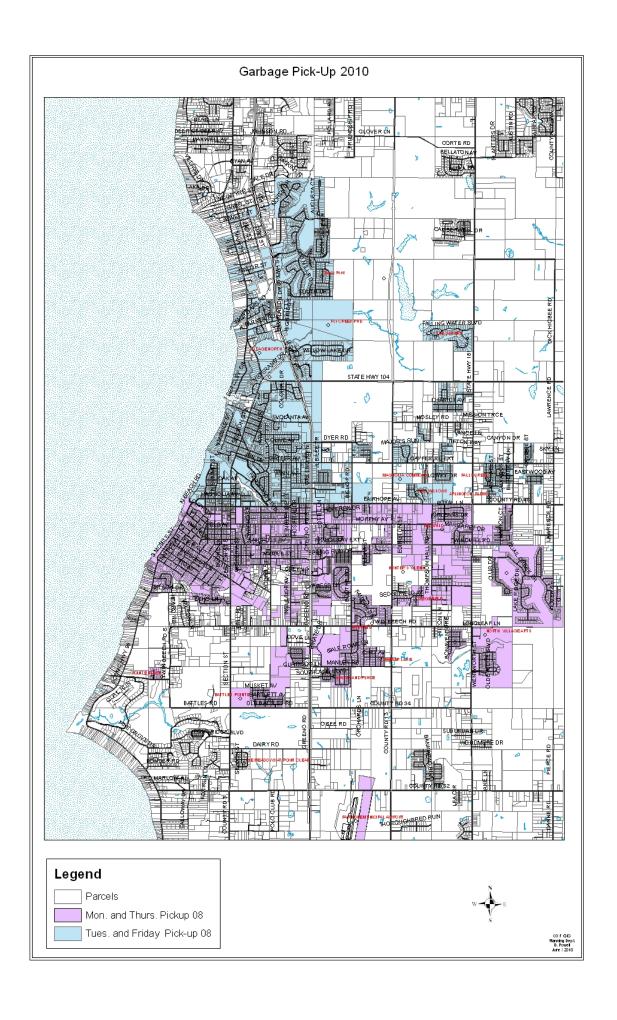
- 1. NEW YEARS EVE
- 2. 3 MARDI GRAS PARADES
- 3. ARTS AND CRAFTS FESTIVAL (3 DAY EVENT)
- 4. ARBOR DAY
- 5. EARTH DAY
- 6. BALDWIN POPS (4 FUNCTIONS/YEAR)
- 7. ROTARY STEAK COOK OFF
- 8. MEMORIAL DAY
- 9. JULY 4TH CELEBRATION
- 10. LIGHTING of THE TREES
- 11. MUSIC FESTIVAL
- 12. STREET CLOSINGS FOR VARYIOUS FUNCTIONS
- 13. GRAND MAN TRIATHLON
- 14. APPROXIMATELY SEVEN ROAD RACES/YEAR

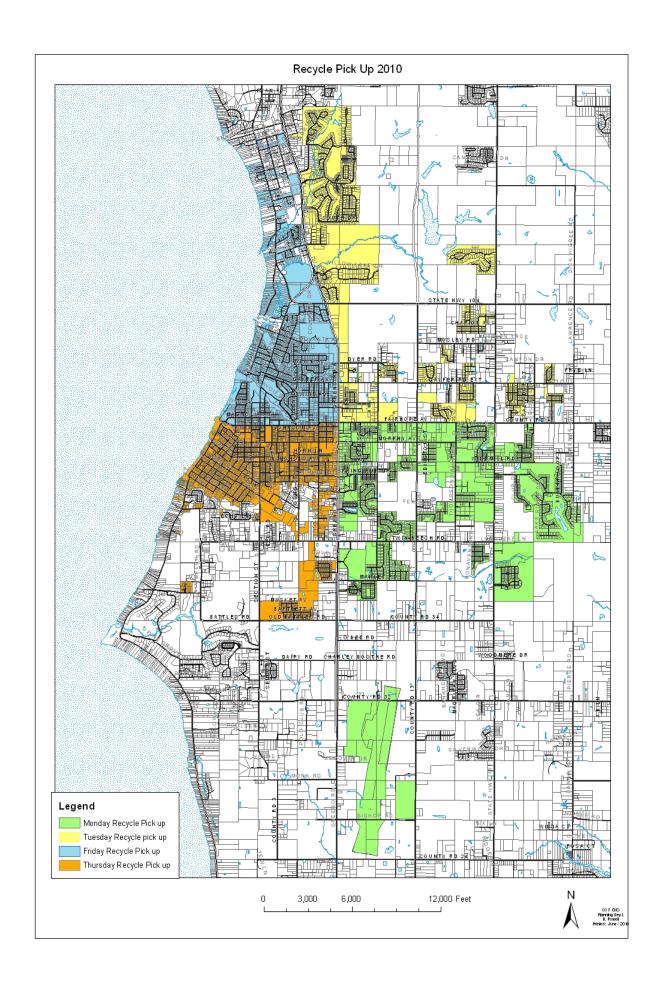
IX. LIST OF EXISTING GARBAGE CART INVENTORY FOR PURCHASE

(Numbers are approximations)

- 1. 4,100 used 96 gallon roll around garbage carts
- 2. 2,640 used 64 gallon roll around garbage carts
- 3. 1,065 used 48 gallon roll around garbage carts
- 4. 100 new 96 gallon roll around garbage carts







ITEM IX CONTRACT

THIS CONTRACT, entered into this		day of	<u>2010</u> , by the <u>City of</u>
Fairhope of B	aldwin County, Alabama, he	ereinafter called the "Ov	wner", Party of the First Part, and
	, a corporation or	rganized and existing und	der the laws of the State of Alabama,
hereinafter call	ed the "Contractor", Party of	the Second Part on the	
Bid Number 0	25-10, RFP FOR SOLID WAS	STE COLLECTION AND	DISPOSAL REBID
The OWNER a	nd the CONTRACTOR agree	as set forth below:	
1.			ithin this contract, the associated bid
2.	package, addenda, amendment The CONTRACTOR shall pe	_	• • •
۷.	The Control of the shall pe		oned nordin.
WITNESSETH	: That the parties hereto do m	nutually agree as follows:	
1. <u>DURAT</u>	ION:		
contrac THREE	t, with the option to renew bid or	contract for THREE (3) add conditions, including pricing	EE (3) years from the signing date of itional years, and thereafter in ONE(1) to g remain the same, and both parties are
Therefore, th	e Contract will begin on	, 2010, and ter	minate on, 2013
2. ORDERII	√G :		
a.	City of Fairhope will order th awarded bidder.	e initiation of WORK by i	ssuing a Notice To Proceed to the
b.	The mobilization period will be from date of contract execution to October 31 st , 2010. Contractor will begin physical services November 1, 2010.		
C.	Special events coverage, and other work outside the scope of routine collections, will be ordered by Purchase Orders specific to the events.		
d.	Unit for determining pricing for special events will be 'total price per event'.		
C.	Start date and termination issuance of Purchase Ore		vill be set by Owner at time of

2. **PAYMENT:**

a. Compensation:

- i. Payment shall be based upon the rates set forth in the <u>awarded bidder's</u> "bid response" form.
- ii. The owner will convey the residential customer count and the commercial customer count to the contractor on or before the 5th day of the month following the billing period.

c. Invoices:

i. Invoices for Routine Services

For routine services, the Contractor will submit to the Owner, monthly invoices based on the Owner supplied customer counts. Contract name must be referenced on all communications including delivery tickets and invoices.

ii. Invoices for Special Events and Non-Routine work

For special events, and other work outside the scope of routine collections, Contractor is to invoice Owner upon completion of work specified in the applicable Purchase Order. Purchase Order Number must be referenced on all communications including delivery tickets and invoices.

d. **Payment Of Invoice:** All invoices received by the Owner are payable within thirty (30) from the date of receipt by the Owner, provided they are approved by the Owner.

3. **PAYMENT WITHHELD:**

- a. The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of.
 - Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this Agreement.
 - ii. The Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.
 - iii. Claims filed or reasonable evidence indicating probable filling of claims.
 - iv. Failure of the Contractor to make payments properly to Subcontractors for material or labor.
 - v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
 - vi. Damage to City facilities, or another contractor or another contractor's work.

When the above grounds are removed, payment shall be made for the amount withheld because of them. The Contractor waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

4. **GENERAL CONDITIONS:**

- a. Indemnity: The Contractor hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Agreement, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.
- b. Notification and Accident Reports: In the event of accidents of any kind, the Contractor shall notify the Owner in writing immediately and furnish, without delay, copies of all such accident reports to the Owner. If the performance of their Work, the Contractor fails to immediately report an accident to the Owner, of which the Contractor has knowledge of and which results in a fine levied against the Owner then the Contractor shall be responsible for all fines levied against the Owner.

5. **TERMINATION OF AGREEMENT:**

- a. **Termination for Default**: Performance of Work under this Agreement may be terminated by the Owner, in whole or in part, in writing, whenever the Owner determines that the Contractor has failed to meet the requirements of this Agreement.
 - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
 - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.

- iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.
- b. **Termination for Convenience**: Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Owner shall be paid by Owner.

6. WARRANTY:

- a. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work, the Contractor shall at the Owner's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the Owner, or refund to the Owner the charge paid by the Owner, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of Work provided by other Contractors.
- b. All equipment and materials provided by the Contractor shall be merchantable and for the purpose intended.

7. TIME OF COMPLETION:

The Owner and Contractor understand and agree that time is of the essence in the a. performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's or Contractor's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or Contractor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Owner's or Contractor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Agreement for their own convenience.

8. INSURANCE REQUIREMENTS:

- 1. Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.
- 2. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

3. NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE CITY.

4. Worker's Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability \$100,000 Each Accident

\$100,000 Each Employee

\$500,000 Policy Limit

5. U.S. Longshoreman & Harbor workers Act (USL&H)-

Required if contract involves work near a navigable Waterway that may be subject to the USL&H law.

6. Maritime Endorsement (Jones Act)-

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

Bodily injury by accident \$1,000,000 Each Accident

Bodily injury by disease \$1,000,000 Aggregate

7. <u>Commercial General Liability</u>

Coverage on an Occurrence form with a combined single limit of (Bodily Injury

and Property Damage combined as follows:

Each Occurrence \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate

\$2,000,000

- Coverage to include

- o Premises and operations
- o Personal Injury and Advertising Injury
- o Products/Completed Operations
- o Independent Contractors
- o Blanket Contractual Liability
- o Explosion, Collapse and Underground hazards
- o Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

8. <u>Automobile Liability</u>

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

9. <u>Certificate of Insurance</u>

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

9. ACCEPTANCE OF WORK:

a. The Owner will be deemed to have accepted the Work after the Owner agrees in writing, the work is completed. In the event Work furnished under the Agreement is found to be defective or does not conform to the intent of the Agreement, the Contractor shall correct the deficiency before the publication date. Failure on the part of the Contractor to properly correct the deficiencies within the time period allowed will constitute the Owner's right to cancel the Agreement immediately, upon written notice to the Contractor.

10. CORRECTION OF WORK:

a. The Contractor shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Agreement, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.

11. SAFETY MEASURES:

a. The Contractor shall take all necessary precautions for the safety of the Owner's and Contractor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. Where necessary, the Contractor shall post signs warning against hazards in and around the Work site.

12. EXTRA WORK AND ASSOCIATED COSTS:

- a. **Changes in the Work**: The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revision, the Agreement price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written Amendment to the Agreement or a separate Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.

13. FAMILIARITY WITH THE WORK:

a. The Contractor, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Agreement by the Contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

14. CONTRACTOR LIABILITY:

a. Nothing in this Agreement shall be construed to mean that the Contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the Contractor or its agents, servants, employees and subcontractors.

15. MISCELLANEOUS PROVISIONS:

- a. The Contractor shall not employ Subcontractors without the express written permission of the Owner or its agents, servants, employees and subcontractors.
- b. The Contractor shall not assign the Agreement or sublet it as a whole without the express written permission of the Owner. The Contractor shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it as a whole, without the consent of the Contractor.
- c. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor.
- d. The Contractor is to procure all permits, licenses, and certificates, or any approvals, of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this Agreement.
- e. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the Contractor fails to clean up the Work site, the Owner will complete the task and charge the Contractor for such services.
- f. This Agreement is considered a non-exclusive Agreement between the parties.
- g. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
- This Agreement, contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- j. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA	
BY:	ATTEST:
TIMOTHY M. KANT, Mayor	LISA A. HANKS, City Clerk
STATE OF ALABAMA}	
COUNTY OF BALDWIN}	
Mayor of the City of Fairhope and LIS foregoing document and who are know	aid State and County, hereby certify that TIMOTHY M. KANT as SA A. HANKS as City Clerk whose names are signed to the wn to me, acknowledged before me on this day, that, being they executed the same voluntarily on the date the same bears
Given under my hand and Notaries Seal	on this day of ,
	ATTEST:
(Name of Contractor) BY:	,,,,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
(Contractor's Representative)	
ITS:	
(Representative's Title)	
,	NUMBER:
CONTRACTOR'S STATE OF ALABAM	A
FOREIGN VENDOR REGISTRATION	

NUMBER (Required of out-of-state-vendors):

STATE OF ALABAMA}

COUNTY OF BALDWIN}

	_, as	respectively, of
		signed to the foregoing document and
who are known to me, acknowledged before r	ne on this day, tha	t, being informed of the contents of the
document they executed the same voluntarily	on the day the sar	ne bears date.
Given under my hand and Notaries Seal on th	is day of	
NOTARY PUBLIC	// MY	Y COMMISSION EXPIRES

NOTARY PUBLIC

SUPPLEMENT "A" QUALIFICATIONS

SUPPLEMENT "B" REFERENCES

SUPPLEMENT "C" PROGRAM

SUPPLEMENT "D" REPORTING

SUPPLEMENT "E"

PUBLIC EDUCATION

SUPPLEMENT "F"

CONSIDERATION OF EXISTING CITY OF FAIRHOPE SOLID WASTE PERSONNEL

SUPPLEMENT "G"

COMMERCIAL GARBAGE CUSTOMERS 04-07-2010

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739 BES, INC

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731 MIDDLE ST #A

732 FALRHOPE FLOOR COVERING

733 SEAN HOWARD PRODUCTIONS

734 SGREENO RD

735 SALTO INC.

735 BAY SHORE MINISTORAGE

736 MIDDLE ST

737 MARKET BY THE BAY

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