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PHYSICAL LOCATION  
Montgomery County  
Administrative Building, Annex III  
101 S. Lawrence Street  
Montgomery, AL 36104



PURCHASING DEPARTMENT  
P. O. BOX 1667  
Montgomery, Alabama 36102-1667

## INVITATION TO BID

### RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

<b>Bid Date:</b>  April 26, 2018	<b>Bid Number:</b>  51100-18B-020	<b>Return Quotation By:</b>  May 14, 2018 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. **(Faxed bids will not be accepted.)** The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

**The County reserves the right to reject any or all bids. The County also reserves the right not to enter into any contract as a result of the bid invitation.**

Questions regarding this bid should be directed to Myrtle Singleton, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

Donald L. Mims

County Administrator and Purchasing Agent

## GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 51100-18B-020 must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. Bidders must attach to bid a copy of current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. **If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must specify why license is not required.**
6. The contract period will be for three (3) years and shall be automatically renewed for successive three (3) year terms unless canceled by either party upon written notice by certified mail given ninety (90) days before the expiration of such initial or renewal term.
7. The successful bidder awarded the contract must provide documentation of its enrollment in the e-verify program.

## **DISPUTE RESOLUTION**

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

## **BID PROTEST PROCEDURE**

A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

## **HOLD HARMLESS**

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

## **ALABAMA'S IMMIGRATION LAW**

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **SPECIAL PROVISIONS**

It is the intent and purpose of this invitation to bid to enter into a written contract for the lawful, efficient, healthful and aesthetic operation of collection, hauling and disposal of non-hazardous and non-infectious solid waste for residences located in the political subdivision of Montgomery County, but outside the corporate city limits of any municipality therein. Further, the contract shall provide a legal method of notifying the proper entity of any hazardous and/or infectious waste which needs to be disposed according to the laws, rules and regulations required by the various governmental agencies. **Such services to be rendered beginning Monday, July 30, 2018.**

### **Qualifications of Bidders:**

All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by these specifications. No Contract will be awarded to any Bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization and equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the specifications of this bid.

All bidders must furnish satisfactory evidence to the County the bidder and or its principle predecessor has been in the residential disposal business for four (4) years or more, that the bidder and / or its principle predecessor has successfully operated a refuse collection operation for a period of four (4) years or more, which will insure the bidder being able to maintain operations under all conditions, and further that the bidder is licensed and permitted to transport and dispose of non-hazardous and non-infectious solid waste, including special waste. Successful bidder shall be environmentally liable.

### **Legal Conditions:**

All bidders shall comply with the applicable solid waste legislation of the State of Alabama, and the rules and regulations of the Montgomery County Health Department which are in existence as of this bid. In addition, all bidders shall comply with the Federal Motor Carrier Safety Regulations issued by the U.S. Department of Transportation, Federal Highway Administration including Sections 325,383,385,386,387,390,397 and 399, irrespective of the number of drivers employed or hired by the bidder (hereinafter sometimes referred to as the "Contractor.")

### **Worker's Compensation Insurance:**

Contractor shall secure and maintain in force throughout the duration of the contract Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State of Alabama for all of its employees.

Worker's Compensation: \$1,000,000 Minimum

### **Comprehensive General Liability Insurance:**

Contractor shall secure and maintain in force throughout the duration of the contract, public liability and property damage insurance, in the following amounts:

Public Liability: \$1,000,000 CSL, each occurrence

**Business Auto Liability Insurance:**

Contractor shall secure and maintain in force, throughout the duration of the contract, business auto liability insurance, including all owned, hired, non-owned and employee owned vehicles in the following amounts:

Bodily Injury/ Property Damage: \$1,000,000 CSL, each occurrence

**Umbrella Liability Insurance:**

Contractor shall secure and maintain in force throughout the duration of the contract, Umbrella Liability Insurance, in the following amounts:

Bodily Injury/ Property Damage: \$5,000,000 CSL, each occurrence

**Certificates of Insurance:**

A certificate of insurance shall accompany the bid attesting that bidder has obtained and has in effect the above require insurance. Certificates will further attest that the County is named as an additional insured on all policies and that the insurer will not cancel or materially change the insurance coverage without first giving the County ninety (90) days' notice in writing of such change or cancellation.

**Performance Bond:**

The Contractor shall furnish to the County a performance bond or irrevocable bank letter of credit for the faithful performance and obligations arising out of this Bid in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00). Said performance bond shall be executed by a surety company licensed to do business in the State of Alabama. A letter from the bonding company or bank shall be attached to the bid stating that Contractor can obtain said performance bond or letter of credit. The bonding company will be responsible for Contractor's default in the event the Montgomery County Health Officer determines that the contract should be canceled in accordance with Section 22-27-5(a).

**Additional Insurance Requirements:**

All such Insurance and Surety companies providing coverage shall have at least an A. M. Best's rating of "A."

**Landfill:**

The Contractor shall, as of the date of the bid, have a contract to dispose of the solid waste collected by the Contractor at a landfill with a service area that includes Montgomery County, Alabama. The Contractor shall be able to provide to Montgomery County a ten (10) year capacity assurance. The Contractor will guarantee that disposal will be in compliance of all State and Federal rules and regulations.

**Office and Telephone:**

The Contractor shall maintain a toll free telephone number to be manned Monday through Friday, 8:00 a.m. to 5:00 p.m., except for the following holidays: New Year’s Day, Labor Day, Martin Luther King Day, Thanksgiving Day, Memorial Day, Christmas Day and Independence Day. The Contractor shall maintain, at its cost, a telephone listed in the name in which it does business as the Contractor and shall provide full time (not recorded) answering service during normal business hours for those who need to contact it.

**Billing:**

A collection fee for services rendered by the Contractor to residential units shall be paid quarterly, in advance, by each subscribing residential unit to Contractor.

**Rate Adjustments:**

The fees or compensation payable to the Contractor for the second and subsequent years of the term or terms hereof shall be adjusted to reflect changes in the cost of doing business. These adjustments will not exceed an increase or decrease by the amount calculated as described below and as measured by fluctuations in the Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. CPI shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items - U.S. City Average (1982-84 = 100). The base CPI shall mean the CPI published as of the service commencement date. Ninety (90) days prior to each anniversary of the service commencement date (the “Calculation Date”), Contractor shall compute the percent increase or decrease in the Fee for the upcoming Contract Year based solely on the CPI published as of such Calculation Date. The method of adjustment shall be calculated as follows:

$$\text{New Fee} = (\text{Old Fee}) \times (1 + (\text{Cn}-\text{Ci})/\text{Ci})$$

Where: Old Fee = The Fee in effect as of the service commencement date.

Ci= The Base CPI

Cn= The CPI on each calculation date

The increase or decrease shall become automatically effective on the first day following the annual anniversary of the service commencement date.

**Exclusive Right:**

The Contractor shall have the sole and exclusive right to collect all residential solid waste, and Contractor shall collect all such solid waste, other than hazardous or infectious solid waste of those customers requesting such service of it, within the political subdivision of Montgomery County, but outside the corporate city limits of any municipality therein.

### **Collection Service and Approved Containers:**

**Residential** - The Contractor shall collect garbage, once per week, from each residential unit within the service area. Residential garbage shall be placed in a Contractor provided, and maintained, roll-out cart, by which the Customer will place at curbside or on a public road readily accessible by Contractor during the collection hours.

All Carts shall meet applicable American National Standards Institute (ANSI) standards regarding waste containers.

The Carts must be stabilized against ultraviolet degradation in order to ensure a ten (10) year life cycle of outdoor exposure. Color of lids and Cart bodies must be in uniform for all Carts. The Carts should be a minimum of 95 gallons in capacity. The bottoms of cart bodies must be reinforced or have wear strips to remain impervious to any damage that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface. The Cart should be of sufficient weight and strength to withstand a 30 mph wind without blowing over when empty.

The Cart body, wheels, axle, and all necessary hardware must be covered by a **ten (10) year non-prorated warranty**. Any component parts that are found to be defective in materials or workmanship shall be replaced at no charge. Documentation of such warranty shall be made available to the County upon request.

Any Cart or Cart component part(s) which fail, in materials or workmanship, to perform as originally designed, shall be replaced by the Contractor at no charge to the Commission, Residential or Commercial Unit including:

- Failure of the lid to prevent rainwater from entering container when closed on the container's body.
- Failure of the lid and/or container body to prevent penetration by vermin.
- Damage to the container body, lid, or any component parts through opening or closing of the lid.
- Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either opened or closed.

The Contractor shall provide the above service and once per week pick up and disposal services of yard and grass clippings and dry leaf raking shall be placed in plastic bags, tree branches and shrub trimmings not to exceed three (3) inches in diameter or forty-eight (48) inches in length which shall be placed by the Customer at the roadside. The branches shall be bundled and individual bundles or bags shall not exceed fifty (50) pounds. This waste shall be picked up with the garbage and shall not exceed two (2) cubic yards in volume per week.

**The Contractor shall promptly respond to any missed pickups and shall cure the problem within forty-eight (48) hours from the time of notice from the customer, if the missed pickup is not due to the negligence of the customer.**

**Note: Currently, approximately 3,284 customers are being serviced within Montgomery County.**

**Health Permit:**

Contractor shall obtain a permit to haul solid waste from the Montgomery County Health Department prior to starting service and maintain such permit at all times during the Contract period.

**Default:**

The Contractor will be deemed to be in default if, upon thirty (30) days written notice, contractor fails to correct any if the following:

1. Cancellation of any the insurance requirements.
2. Failure to perform any requirements of this bid other than matters beyond Contractor's control such as: work stoppages, vandalism, strikes, riots, insurrection and acts of nature.

The contract may be canceled as provided for in Section 22-27-5 (a) Code of Alabama. 1975, as amended, upon finding by the Montgomery County Health Officer and concurrence by the State Health Department that the Contract fails to be in the best interest of the health, safety and welfare of the citizens residing in Montgomery County, Alabama.

**Equipment and Care Thereof:**

In the collection and transportation of solid waste, the Contractor shall use trucks of the packer-type, that are not more than eight (8) years old, as approved by the Montgomery County Health Department, and shall have painted on its doors or at some other place approved by the Health Officer, the name of the Contractor, none of which lettering shall be less than three (3) inches high.

The equipment shall be cleaned, maintained and stored in a manner approved by the Montgomery County Health Department.

The Contractor shall have a sufficient number of packer-type trucks to accomplish the pickups as specified in all areas of disposal and to accomplish work to the satisfaction of the County Commission of Montgomery County.

The cost of all equipment, its operation, maintenance, and upkeep shall be borne by the Contractor. The equipment shall be maintained at all times to meet all existing safety regulations, including the Federal Motor Carrier Safety Regulations as specified herein.

**Garbage Roll-Out Cart:**

1. Successful Contractor shall provide all new garbage roll- out carts.
2. Roll-out carts shall be maintained in an operating and functional manner and, if not, they are to be replaced within forty-eight (48) hours' notice from the customer to the Contractor.



**Annual Customer List:**

Contractor shall provide to Montgomery County Commission, on May 1<sup>st</sup> of every contract year, a list of customer names, addresses (mailing and residential location), and phone numbers. Contractor shall furnish this information in paper and electronic format.

**Inconsistencies:**

Any seeming inconsistency between different provisions of the bid specifications or the Contract, or any point requiring explanation must be inquired into by the bidder, in writing, at least forty-eight (48) hours prior to the time set for opening bids.

**BID SUBMITTAL FORM**

**Residential Solid Waste Collection and Disposal**

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

Bid No. 51100-18B-020

**Bid Schedule**

Monthly price: Once per week service for residential customers

\$ \_\_\_\_\_ per Month

**In Witness Whereof**, the undersigned has hereunto set its hand and seal on this the

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Bidder:**

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

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

\_\_\_\_\_

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

**BIDDERS' QUALIFICATION FORM**

Date Submitted: \_\_\_\_\_ Bid No. 51100-18B-020

Submitted By: (Check One)

\_\_\_ Individual

\_\_\_ Partnership or Joint Venture

\_\_\_ Corporation

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

Office Representative: \_\_\_\_\_

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

If a Corporation, answer

When Incorporated: \_\_\_\_\_

In What State: \_\_\_\_\_

The Bidder submitting this bid warrants that the Bidder and/or its principle predecessor has been in the residential disposal business for four (4) years or more, that the Bidder and/or its principle predecessor has successfully operated a refuse collection operation for a period of four (4) years or more.

**OPERATIONAL EXPERIENCE OF BIDDER**

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**Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.**

Vendor Name: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Is the Company Minority Owned: \_\_\_\_\_ Yes \_\_\_\_\_ No

Is the Company Owned By: \_\_\_\_\_ Female \_\_\_\_\_ Male \_\_\_\_\_ Both

Is the Company Incorporated: \_\_\_\_\_ Yes \_\_\_\_\_ No

Ethnicity of Ownership:

\_\_\_\_\_ African American

\_\_\_\_\_ American Indian

\_\_\_\_\_ Asian American

\_\_\_\_\_ Disabled

\_\_\_\_\_ Hispanic

\_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Official Signature

Printed Name and Title

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

**RESPONSE FORM TO BE ATTACHED TO BID**

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

Federal I.D. # \_\_\_\_\_

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

\_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_

Official Signature

\_\_\_\_\_

Printed Name and Title