



**REQUEST FOR BIDS  
CITY OF HELENA, ALABAMA**

**COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL  
GARBAGE, TRASH, RECYCLABLES, HAZARDOUS WASTE AND STORM  
DEBRIS**

**RFB ID: 05032023**  
*As Amended on 5.16.2023*

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## **SECTION 1 – BID INSTRUCTIONS**

### **1. INTENT AND PURPOSE**

- 1.1. It is the intent and purpose of this bid to enter into a written contract for the efficient, healthful and aesthetic operation of collection, hauling and disposal of non-hazardous and noninfectious solid waste for residences and non-hazardous solid waste for city facilities located in the corporate city limits of the City of Helena, Alabama.
- 1.2. Such services are to be rendered beginning September 1, 2023, through August 31, 2026.

### **2. BID SUBMITTAL INSTRUCTIONS**

- 2.1. Bid Forms: All bidders must use the attached bid proposal forms (or copies thereof) to submit their bid. No alternate or substitute forms will be accepted. All bid responses must be typed or written in ink.
- 2.2. Submittal of Bids: All bids must be submitted in sealed envelopes that are clearly marked "Sanitation Contract Bid". Bid/Proposals must be delivered, no later than the specified bid opening date and time, to the following address:

Helena City Hall  
Attn: Amanda Traywick, City Clerk  
816 Highway 52 East  
Helena, AL 35080

- 2.3. Electronic Transmittal of Bids is Unacceptable: Bid submittals delivered by fax, electronic mail, or other electronic transmittal methods will NOT be accepted as qualified bids.
- 2.4. Late Bids Are Not Acceptable: Late bids will NOT be opened nor accepted as qualified bids.
- 2.5. No Bid: If you choose not to bid yet desire to remain on the city's vendor/supplier list for future consideration, please submit an envelope by the bid deadline with "NO BID" clearly marked on the pricing submittal form and on the outside of the sealed envelope.
- 2.6. Submit Bids for All Items: Each and every item listed on the base bid must be bid/quoted or your bid may be disqualified.
- 2.7. Notice of Award: Records showing successful bidder and prices will be kept on file within the City Clerk's Office and may be examined upon request.
- 2.8. Bid/Contract Documents: Bidders are asked to retain these instructions, conditions, and specifications for future reference. This document and its attachments will become your Contract, or a part thereof, with the City of Helena if you are the successful bidder.
- 2.9. Inquiries: All inquiries regarding this bid should be directed to:

Amanda Traywick, City Clerk  
[amanda@cityofhelena.org](mailto:amanda@cityofhelena.org)  
205.663.2161

- 2.10. Technical questions about the items specified within this Invitation to Bid must be submitted no later than the date and time specified within the Invitation to Bid.

### **3. RECEIPT AND OPENING OF BIDS**

- 3.1. Bids will be received by the City at the Office of The City Clerk of the City of Helena, Alabama, 816 Highway 52 East, Helena, AL 35080, on or before the Submittal Deadline, and then, shall be publicly opened and read aloud.
- 3.2. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof or may waive any informalities in such submittal.
- 3.3. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. However, no Bidder may withdraw a bid within 90 days after the actual date of the opening thereof without forfeiture of Bid security or Bid Bond.
- 3.4. The right is reserved to reject any and all bids, to waive any informality in any bid, and to accept any bid considered advantageous to the Owner.

### **4. BID PROPOSAL FORM**

- 4.1. The form of Proposal to be used by the Bidder(s) is included herein. No bid will be considered unless submitted on such form. All papers bound herein attached to the Proposal Form are an integral part thereof and must not be detached.
- 4.2. The Bidder(s) shall complete the Proposal Form using ink for writing figures, or figures may be typed. The Bidder(s) must execute the Bid correctly and must state his/her interest and/or title in the company submitting the Bid. If the Bid is submitted by an individual, the full name and address shall be shown; if made by a firm or partnership, the full name and address of each member of the firm or each partner shall be shown; and, if made by a corporation, the full names and addresses of all officers shall be shown.
- 4.3. Should the Proposal Form not be fully and properly completed by the Contractor, the Bid may be deemed to be informal and as such may be cause for rejection. Bidders shall not attach any conditions or provisions to the Documents nor alter the Proposal Form in any manner whatsoever.
- 4.4. The Proposal Form shall not be altered, nor shall any conditions or provisions be attached hereto.

### **5. INTERPRETATIONS OF CONTRACT DOCUMENTS**

- 5.1. Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to the City Clerk and shall be received at least 48 hours prior to the opening of bids. Any verbal statements regarding same by any person prior to the award, shall be unauthorized and not binding.

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

## **SECTION 2 – GENERAL CONDITIONS**

### **1. LEGAL CONDITIONS**

- 1.1. By tender of a bid, the Bidder is assumed to have made himself aware of all federal and state laws, and with all local ordinances and regulations which may affect the work, or those engaged or employed on the work, and no arguments or misunderstanding or misinformation regarding same will be heard by the City.
- 1.2. All bidders shall comply with the applicable solid waste legislation of the State of Alabama and the rules and regulations of the Shelby County Health Department, Jefferson County Health Department that are in existence as of this Bid. In addition, all bidders shall comply with the Federal Motor Carrier Safety Regulations issued by the US Department of Transportation, Federal Highway Administration.

### **2. BID BOND**

- 2.1. The Bidder shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid, not to exceed a maximum of \$10,000.
- 2.2. The bidder to whom the contract shall be awarded will be required to execute three (3) copies of the contract on the form attached hereto or such form as may be mutually agreed upon by the City and the selected bidder and to furnish insurance certificates as required.
- 2.3. In case of the bidder's refusal or failure to enter into a contract within thirty (30) days of its receipt of formal notice of award, the bidder will be considered to have abandoned all rights and interests in the award, and the bid bond may be declared forfeited to the City as liquidated damages. The award may then be made to the next best-qualified bidder or the work re-advertised for proposals, as the City may elect.
- 2.4. Bid bonds will be returned promptly either after the City and the selected bidder have entered into a contract; or, if no proposal has been selected within 90 days after the date of the opening of the bids, upon the demand of the bidder, and anytime thereafter, so long as the bidder has not been notified of the acceptance of its bid.

### **3. PERFORMANCE BOND/PAYMENT BOND**

- 3.1. The Successful bidder shall furnish to the City a performance bond or an irrevocable bank letter of credit for the faithful performance of obligations arising out of this bid in an amount equal to 100% of the annual contract amount.
- 3.2. Said performance bond shall be executed by a surety company that is satisfactory to the City of Helena. The bonding company shall be a duly authorized, corporate surety, authorized to do business in the state of Alabama. A letter from the bonding company or bank shall be attached to the bid stating the contracting company can obtain said performance bond or letter of credit equivalent to 100% of the bid amount. Such letter is to be signed by an authorized representative of the surety together with a certified and

effectively dated copy of the power of attorney attached thereto. Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The bonding company will be responsible for Contractor's default should that occur for any reason whatsoever.

- 3.3. In addition, the successful bidder will be required to furnish, through an authorized agent in the State of Alabama, a Payment Bond, equivalent to 100% of the bid amount. The Performance Bond must be countersigned by an agent whose office is located in and authorized to do business in the State of Alabama.

#### **4. AWARD OF CONTRACT**

- 4.1. The Contract, if awarded, will be awarded to the lowest responsive, responsible, and acceptable bidder, provided a satisfactory bid has been received.
- 4.2. The City reserves the right not to accept any Bid or to reject any or all Bids or waive any formality in any bid. In particular, any alteration, erasure or interlineations of the Contract Documents or the Bid may subject the Proposal to rejection by the City.
- 4.3. The City reserves the right to accept any and all services, deny any services and build any combination of services based on requests of service and alternates.
- 4.4. The City intends that the Contract shall be awarded within thirty (30) days following the date that Bids are publicly opened and read.
- 4.5. The Bid shall be deemed as having been awarded effective upon the vote or resolution of the City Council and formal notice of such award shall be made by the City to the successful bidder.

#### **5. ASSIGNMENTS OR TRANSFERS**

- 5.1. The Contractor shall not assign any portion of this Contract, nor compensation due, without prior written consent of the City Council.
- 5.2. Should the Contractor assign any part of any compensation due or to become due under this Contract, the form of assignment shall contain a clause of such wording that the Contractor agrees that the right of the assignee to any monies due or to become due to the Contractor shall be subject to prior valid claims of all persons, firms, and corporations for service rendered or materials supplied for the performance of work under this Contract.

#### **6. SUBCONTRACTS**

- 6.1. No part of the Contract shall be sublet without the prior written approval of the City Council.

#### **7. CONDITIONS**

- 7.1. Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall

thoroughly examine and be familiar with the Specifications. It is also expected that the Bidder will obtain information concerning the conditions that may affect its work.

- 7.2. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this Bid or to the Contract. The City shall make all such documents available to the Bidders.
- 7.3. The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.
- 7.4. The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

## **8. ARBITRATION**

- 8.1. All claims, disputes, and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the rules of the American Arbitration Association, unless the parties mutual agree otherwise.
- 8.2. Notice of demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen.
- 8.3. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final.

## **9. INDEMNIFICATION**

- 9.1. Contractor hereby agrees to release, indemnify, and hold harmless the City of Helena, its Mayor, its City Manager, and its respective officers, employees, servants, agents, and other representatives (collectively referred to as the "City") from any and all Liabilities for damages as a result of conducting activities incident to this contract. This release, indemnity, and hold harmless agreement shall be legally binding upon the undersigned, his/her heirs, successors, and assigns and shall include all claims, demands, actions, causes of action, suits, costs, damages, expenses, compensation and liability of every kind, character and description, either direct or consequential, at law or equity which he/she may have had at any time heretofore, or may have at any time hereafter, whether now in existence or hereafter arising for any damage resulting from or in any manner incidental to any matter, thing, or event occurring or failing to occur at any time in the future including the date hereof, which relate directly or indirectly to conducting activities incident to this contract.

## **10. INSURANCE REQUIREMENTS**

- 10.1. General

- 10.1.1. Responsibility. The Contractor shall be responsible to the City from the time of the signing of the Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.
- 10.1.2. Insurance Providers. Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the state of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A- "or better and financial size rating of Class V or larger.
- 10.1.3. Notification Endorsement. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the City has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the City. Such notice shall be valid only as to the Services as shall have been designated by Contract Name in said notice.
- 10.1.4. Insurance Certificates Required. The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the City an insurance certificate(s) acceptable to the City and listing the City as the certificate holder. The insurance certificate(s) must be delivered with the Contract and Bonds for final approval and execution of the Contract. Copies of the insurance certificates and attachments should also be sent to:
  - 10.1.4.1. City of Helena, Attn: City Clerk, 816 Highway 52 East, Helena, AL 35080; and/or
- 10.1.5. Insurance Certificate Document and Content. Each insurance certificate(s) must provide the following:
  - 10.1.5.1. Name and address of authorized agent of the insurance company
  - 10.1.5.2. Name and address of insured
  - 10.1.5.3. Name of insurance company or companies
  - 10.1.5.4. Description of policies
  - 10.1.5.5. Policy Number(s)
  - 10.1.5.6. Policy Period(s)
  - 10.1.5.7. Limits of liability
  - 10.1.5.8. Name and address of City as certificate holder
  - 10.1.5.9. Contract Name and Number, if any
  - 10.1.5.10. Signature of authorized agent of the insurance company
  - 10.1.5.11. Telephone number of authorized agent of the insurance company
  - 10.1.5.12. Mandatory thirty-day notice of cancellation / non-renewal / change
  - 10.1.5.13. Special attachments or endorsements to meet the requirements of the insurance coverages specified should be attached.
- 10.1.6. Deductibles and Self-Insured Retentions. The Contractor will be responsible for deductibles and self-insured retentions for claims made under its policies.
- 10.1.7. Additional Insured; Contractor's Insurance as Primary
  - 10.1.7.1. The Contractor's insurance policies shall name the City of Helena, and its agents elected officials, boards, and employees, as Additional Insureds;



- 10.1.7.2. The Contractor's insurance policies shall state that this coverage shall be primary insurance for Additional Insureds and shall be Noncontributory with regard to any insurance carried by the City and shall contain no exclusions of the Additional Insured(s) relative to job related injuries or illness.
- 10.1.8. Combination of Coverages. Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the combined minimum coverage limits of each line.
- 10.2. Insurance Coverages. The Contractor shall possess the types of insurance coverages with liability limits not less than as follows:
  - 10.2.1. Workers' Compensation and Employer's Liability Insurance as follows:
    - 10.2.1.1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.
    - 10.2.1.2. Employer's Liability Insurance limits shall be at least:
      - 10.2.1.2.1. Each accident - \$1,000,000
      - 10.2.1.2.2. Disease – each employee \$1,000,000
      - 10.2.1.2.3. Disease – policy limit \$1,000,000
    - 10.2.1.3. No Proprietor/Partner/Executive Officer/Member of the Contractor shall be excluded.
    - 10.2.1.4. The Contractor's worker's compensation policy shall contain a waiver of Subrogation Clause in favor of the City.
  - 10.2.2. Commercial General Liability Insurance
    - 10.2.2.1. Commercial General Liability Insurance, shall be written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent. The Commercial General Liability Insurance shall provide at minimum the following:
      - 10.2.2.1.1. \$1,000,000 per occurrence
      - 10.2.2.1.2. \$2,000,000 general aggregate
      - 10.2.2.1.3. Additional insured endorsement
      - 10.2.2.1.4. Blanket contractual liability
      - 10.2.2.1.5. Blasting and explosion, collapse of structure and underground damage (XCU) shall not be excluded
      - 10.2.2.1.6. Bodily Injury and broad form property damage arising from premises operation liability
      - 10.2.2.1.7. Contractor's Liability
      - 10.2.2.1.8. Personal Injury liability
      - 10.2.2.1.9. Products & Completed Operations Liability, maintained for at least two years after completion of Work
      - 10.2.2.1.10. Punitive damages shall not be excluded
      - 10.2.2.1.11. Severability of interests
  - 10.2.3. Commercial Automobile Liability Insurance:
    - 10.2.3.1. Commercial Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile.
    - 10.2.3.2. The Commercial Automobile Liability Policy shall provide not less than \$1,000,000 Combined Single Limit for each occurrence.
  - 10.2.4. Commercial Umbrella or Excess Liability Insurance:

10.2.4.1. Commercial Umbrella or Excess Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Automobile Liability and the Employer's Liability coverage of Workers' Compensation.

10.2.4.2. Excess/Umbrella Limits of:

10.2.4.2.1. \$10,000,000 per Occurrence

10.2.4.2.2. \$10,000,000 per Aggregate

10.2.4.2.3. The policy must be on an "occurrence" basis

10.3. Subcontractors' Insurance

10.3.1. Workers' Compensation and Employer's Liability Insurance. The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

10.3.2. Liability Insurance. The Contractor shall cover their subcontractor's liabilities using their own judgment to either cover these liabilities as their own or require their Subcontractor to obtain and maintain coverage. However, the Contractor chooses to cover the Subcontractor's liability, such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

10.4. Waivers of Subrogation. The Contractor waives all subrogation rights against the City for all claims or actions covered by the Contractor's insurance.

## **11. ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS**

11.1. Bidder/Vendor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Vendor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

11.2. Vendor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, shall remain enrolled throughout the entire course of its performance hereunder, shall supply to the City of Helena a copy of its E-Verify Memorandum of Understanding and such other documentation as the City of Helena may require to confirm Vendor's enrollment in the E-Verify Program and shall allow the City of Helena to inspect its records to confirm such compliance.

11.3. Vendor agrees that it shall, not knowingly, allow any of its suppliers, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Vendor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City of Helena and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Bidder/Vendor shall require each of

its suppliers, or other parties with whom it has a contract, to act in a similar fashion. If Vendor violates any term of this provision, this Agreement will be subject to immediate termination by the City of Helena.

- 11.4. To the fullest extent permitted by law, Bidder/Vendor shall defend, indemnify and hold harmless the City of Helena from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Vendor's failure to fulfill its obligations contained in this paragraph.
- 11.5. The following language is required by § 31-13-9 (k) Code of Alabama 1975 to be placed in all contracts covered by the Act: "By signing this contract, 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. If there is no formal written contract between the City of Helena and the Bidder/Vendor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract. If you have received a copy of this Proposal Document and choose to do business with the City of Helena, it will be deemed that you have accepted the terms even if you fail to sign and return the Agreement.

## **12. INDEPENDENT CONTRACTOR**

- 12.1. It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the City.
- 12.2. This contract shall not be sublet or assigned except with the written consent of the City. No such consent shall be construed as making the City a party to such assigned contractor approved, or subject said City to liability of any kind to any subcontractor. Further, the City reserves the right to terminate this contract upon sixty (60) days' notice in the event the Contractor makes a substantial change in its corporate structure or its ownership without the written approval of the City. The City shall not unreasonably withhold any consent requested hereunder.

## **13. COMPETENCY OF BIDDER**

- 13.1. The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The City reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.
- 13.2. The City shall require with the submission of the Bid, the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:
  - 13.2.1. A copy of the latest available certified financial statement of Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm or independent certified public accountants.

- 13.2.2. Evidence that the Bidder is in good standing under the laws of the State of Alabama, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Alabama or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.
  - 13.2.3. Evidence, in form and substance satisfactory to City, that Bidder has been in continuous existence as a going concern for in excess of five (5) years or more and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, which will ensure their ability to maintain operations under all conditions. Also, Bidder possesses not less than five (5) years actual operating experience as a going concern in recyclable materials collection.
  - 13.2.4. At least five (5) References and other pertinent evidence, in form and substance satisfactory to City, that Bidder's experience as a going concern in refuse collection and disposal derived from operations of comparable size to that contemplated by the Contract Documents.
  - 13.2.5. Evidence, in form and substance satisfactory to City, that Bidder is licensed and permitted to transport and dispose of non-hazardous solid waste and city generated infectious medical waste, including special waste.
  - 13.2.6. All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by the specifications. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, and equipment that is no older than five (5) years, to conduct and complete the collection, hauling and disposal services in strict accordance with the specifications of this Bid. The decision of the City will be final.
  - 13.2.7. List of cities of comparable size for which Contractor is currently providing a similar service.
  - 13.2.8. List of equipment, including quantity, year, make and model that the Contractor proposes to use in fulfilling its contractual obligations if Contractor receives award of this bid.
- 13.3. In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:
- 13.3.1. Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.
  - 13.3.2. Evidence, in form and substance satisfactory to City, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
  - 13.3.3. Evidence, in form and substance satisfactory to City, that Bidder maintains records of a drug testing program.
  - 13.3.4. Evidence, in form and substance satisfactory to City, that Bidder maintains records of an active safety program.
  - 13.3.5. Evidence, in form and substance satisfactory to City, that Bidder maintains records of a driver and employee credentialing program.
  - 13.3.6. Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract.

- 13.4. The Bidder may satisfy any or all of the experience and qualifications of the above paragraph by submitting the experience and qualification of its parent organization and subsidiaries or affiliates of the parent.

#### **14. DISQUALIFICATION OF BIDDERS**

- 14.1. Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:
  - 14.1.1. Evidence of collusion among Bidders.
  - 14.1.2. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
  - 14.1.3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
  - 14.1.4. Unauthorized contact or communication with any City official or staff member not expressly identified as a point of contact for this selection process may result in the disqualification of a bidder.

#### **15. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS**

- 15.1. Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods and services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

### **SECTION 3 – SPECIFICATIONS**

#### **1. DEFINITIONS**

- 1.1. "City" means the City of Helena, a municipal corporation acting through its Mayor and Council, or other officials designated by them, as the case may be.
- 1.2. "Owner" shall mean Mayor and Council, or other officials designated by them.
- 1.3. "Contractor" shall mean the person, firm, or business entering into the Contract with the City.
- 1.4. "Contract Documents" shall include the Contract, Bid Form completed by the Contractor, Bid Bond, Invitation to Bid, Instructions to Bidders, Performance Bond, General Conditions, Supplemental Conditions, Special Conditions, Specifications, Addenda to Bid Specifications, Forms, Exhibits, Payment Bond and all Contract Addenda.

- 1.5. "Garbage" shall mean all solid or semi-solid refuse subject to decay or putrefaction, tin cans, bottles, paper and all waste of animal or vegetable matter, all bagged yard debris, except:
  - 1.5.1. Large appliances, heavy furniture, materials that will not fit into a 95 gallon cart;
  - 1.5.2. Infectious medical waste (not including fire stations and municipal jail);
  - 1.5.3. Trees, wallpaper, roofing material, plaster, concrete, concrete blocks, or other substances that may accumulate as a result of the clearing of lots or land, or of the repairs to or construction of buildings undertaken and performed by licensed contractors; and
  - 1.5.4. Waste or refuse which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or which cannot be lawfully disposed of at a sanitary landfill without special treatment or handling.
- 1.6. "Trash" shall mean all tree limbs (except trees and limbs which are so large as to be incapable of being handled by the equipment contemplated for use under this contract), old furniture, mattresses, bed springs, small debris, non-putrescible solid waste, cloth, paper, cardboard, cardboard boxes, tin cans, glass and other similar materials excluding
  - 1.6.1. An item weighing over 700 pounds;
  - 1.6.2. An item over eight (8) feet long;
  - 1.6.3. An item excepted in the definition of "Garbage" herein.
- 1.7. "Landfill Facility" shall mean a facility selected by Contractor, approved by the City and operated, sanctioned and licensed under the laws of the State of Alabama.
- 1.8. "Recyclable Materials" shall include: newsprint, aluminum and bi-metal cans; #1 and #2 plastic items, cardboard and cardboard boxes including certain food packaging made of light cardboard materials, shoe boxes, and all household and office paper products (i.e. office paper, computer paper, magazines, phone books, envelopes, file folders, junk mail); and shall exclude: glass, Styrofoam, plastic bags, paper towels, tissue products, and food containers that have come in direct contact with food. The Contractor may add other recyclable materials as desired. (This definition is subject to change as determined by the recycling processing company.)
- 1.9. "Hazardous Waste" - Waste, in any amount, that contains any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint, paint cans, and any other waste materials which require special handling, collection, transportation, or disposal requirements under local, state or federal laws or regulations beyond those required for standard municipal solid waste.
- 1.10. "Residence" shall mean an occupied dwelling (whether a single family home or a condominium, or townhouse) within the limits of the City.
- 1.11. "SFR" or "Single-Family Residence" shall mean a detached single-family dwelling.
- 1.12. "Health Department" shall mean the State, City or County Health Department having jurisdiction over the particular activity or geographical area involved.

## 2. CONTRACT PERIOD

- 2.1. This contract shall commence on September 1, 2023, and will expire, unless extended or renewed, on August 31, 2026, subject to any restrictions, limitations, and conditions placed on the City's contractual authority by State law, it being acknowledged that this contract is related to the performance of a governmental function of the City and is burdened with the law applicable thereto, including that law pertaining to the power to contract.
- 2.2. The city and the contractor may determine an alternate commencement date and/or renew this contract by mutual consent pursuant to the authority of Title 41-16-51(a)(10), Code of Alabama, 1975.
- 2.3. If the contractor fails to adequately and timely perform the requirements of this contract, the City may give a minimum ninety (90) days' notice prior to the anniversary date of the contract of an intent to not extend the contract for another annual period.

## 3. SCOPE OF WORK

### 3.1. Garbage Collection and Disposal Services

- 3.1.1. It shall be the duty of the Contractor to collect all residential garbage as defined above generated within the corporate limits of the City and to properly dispose of such garbage at an approved Landfill Facility,
- 3.1.2. The Contractor shall furnish to the City all routes and schedules used by the Contractor to perform such services and shall notify the City, in advance, of any changes in routing structure, equipment or other services performed or made.
- 3.1.3. The Contractor shall use enclosed vehicles to pick up containerized or bagged residential Garbage located at the curbside or, when applicable, at the rear of each dwelling or residence and shall return such containers to their previous location upright with lids in the closed position. Carts shall NOT be left in such location that causes streets, driveways, and/or mailboxes to be blocked.
- 3.1.4. The Contractor shall perform such garbage collection services of one (1) residential can as provided herein at a frequency of two (2) times per week, Monday through Friday, fifty-two (52) weeks per year.
- 3.1.5. ALTERNATE 1 (Garbage Collection and Disposal Services): The Contractor shall perform such garbage collection services two (2) cans as provided herein at a frequency of one (1) time per week, Monday through Friday, fifty-two (52) weeks per year.
- 3.1.6. The Contractor shall provide an eight (8) cubic yard dumpster and pick up garbage at all municipal buildings, parks, fire stations (including infectious medical waste at fire stations and jail), and other city facilities, excluding schools, one (1) time per week at no additional cost to the City.
  - 3.1.6.1. A list of city-owned or city-leased facilities is attached to the Contract Documents.
  - 3.1.6.2. The Contractor shall pick up garbage one (1) day per week, and trash one (1) day per week at each city park.
  - 3.1.6.3. The Contractor will be notified by City of Special City sponsored events for which dumpster and/or roll-off garbage collection and disposal services shall be provided at no additional charge to the City. Such Special Events include but are not limited to:
    - 3.1.6.3.1. Annual Spring Dump Day

- 3.1.6.3.2. Annual Christmas Box Drop
- 3.1.6.3.3. Old Town Live
- 3.1.7. The Contractor shall furnish, at no additional charge, rear door garbage collection services for up to 300 residences who, for whatever reason, are unable to transport garbage to the curb. The City will furnish a list of such addresses to the Contractor.
- 3.1.8. The Contractor will bill the residents directly for backdoor service at the same rate as curbside customers for residents who are not capable of placing garbage at the curb.
- 3.1.9. Garbage may be transferred from a resident's container into leak-proof containers used by the Contractor for the purpose of carrying garbage to collection trucks. Such transfers, however performed, shall be done in a sanitary manner and the Contractor shall pick up all material spilled in making such transfers. Collection of Garbage shall be made from the place where Garbage cans are located on the property.
- 3.1.10. When applicable, Containers picked up at the rear of any dwelling or residence shall be returned to the rear upright with lid(s) closed and shall, under no circumstances, be left at the curb.
- 3.1.11. Workers and the truck to which they are assigned, shall be performing collection services on the same street at the same time – no stockpiling of garbage shall be permitted.
- 3.1.12. All areas around garbage carts shall be left free from any refuse spilled during the collection. The Contractor shall not, however, be responsible for cleaning up unsanitary conditions around the refuse containers which were caused by the negligence or carelessness of the tenant or occupant.
- 3.1.13. Care shall be taken by employees of the Contractor to prevent damage to containers by unnecessary rough treatment.
- 3.1.14. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by dogs in order to accomplish the work provided for herein in any case where such animals are allowed to roam at large.
- 3.1.15. Employees of the Contractor shall not be required to enter fenced areas unless requested to do so in writing by the City of Helena or into basements for the purpose of performing the work provided herein.
- 3.1.16. The Contractor shall pay the City \$2.25 per residential account per month for impact associated with city infrastructure.

### 3.2. Trash Collection and Disposal Services (ALTERNATE)

- 3.2.1. The Contractor shall collect all items of trash, as defined above, which are located at the curbside of each Residence in the City at a frequency of one (1) times per week, Monday through Friday, fifty-two (52) weeks per year. Trash collection schedules should allow for a minimum of two days between each pickup.
- 3.2.2. Contractor will not be required to pick up trees, wallpaper, roofing material, plaster, concrete, concrete blocks, or other substances that may accumulate as a result of the clearing of lots or land, or of the repairs to or construction of buildings undertaken and performed by licensed contractors.
- 3.2.3. The Contractor will not be responsible for quantities of trash for any one Residence in excess of ten (10) cubic yards per pick up. Quantities in excess thereof will be collected on subsequent trips.
- 3.2.4. Collection of trash shall be made from the place where trash is located on the property at curbside and no more than four (4) feet from the curb of the roadway or alley. Further, if containers or bins are used, they shall be replaced in such a



- manner as not to block driveways or mailboxes. Space about the containers or bins shall be left free from any trash or recyclable material spilled during the collection.
- 3.2.5.Trash collection and related landfill charges are included in the unit garbage price and will not result in additional charges to the City.

### 3.3. Recyclable Materials Collection and Disposal Services

- 3.3.1.The Contractor shall collect such materials one (1) time every two (2) weeks, on Wednesdays, twenty-six (26) weeks per year.
- 3.3.2.ALTERNATE 1 (Recyclable Materials Collection and Disposal Services): Subscription Individual Service for Recycling billed directly to Resident and not included in City's Billing.
- 3.3.3.ALTERNATE 2 (Recyclable Materials Collection and Disposal Services): Up to five (5) eight (8) cubic yard bins placed and sites determined by the City for community recycling to be collected once a week.
- 3.3.4.Recycling materials SHALL NOT be collected on the same day as garbage. If recycling cart is at the curb on garbage collection day, it SHALL NOT be collected. If garbage container is at the curb on recycling day, the garbage SHALL NOT be collected.
- 3.3.5.Recyclable materials should be picked up in enclosed trucks designed specifically for recycling collection services in accordance with these specifications. The use of trailers for collection of Recyclable Materials is not acceptable.
- 3.3.6.The Contractor shall collect recyclable materials, as defined above, which are placed at the curbside of each residence in the City. The recyclable materials may be commingled at curbside and shall be placed in containers supplied by the Contractor. Recyclable materials shall be collected as commingled and later sorted and separated at a facility designed specifically for that purpose.
- 3.3.7.Once Recyclable Materials have been collected and transferred, carts shall be returned to their prior location upright with lids in closed position. Carts shall NOT be left in such location that causes streets, driveways, and/or mailboxes to be blocked.
- 3.3.8.The Contractor, pursuant to this Contract, shall be responsible for transporting all recyclable materials to central processing facilities where all materials will be recycled.
- 3.3.9.All proceeds from the sale of the materials shall be the property of the
- 3.3.10. Contractor. The Contractor shall report quarterly to the Department of Public Services the tonnage of recyclables, which are collected and disposed. Recyclables will not be taken to any landfill under any circumstance.
- 3.3.11. Collection of Recyclable Materials shall be made from the place where the Recyclable Materials are located on the property at curbside and no more than four (4) feet from the curb of the roadway or alley. Further, if containers or bins are used, they shall be replaced in such a manner as not to block driveways or mailboxes. Space about the containers or bins shall be left free from any trash or recyclable material spilled during the collection.
- 3.3.12. The Contractor shall furnish, at no additional charge, rear door recyclables collection services for up to 300 residences who, for whatever reason, are unable to transport recyclables to the curb. The City will furnish a list of such addresses to the Contractor.
- 3.3.13. Collection of Recyclable Materials and related charges are included in the unit garbage price and will not result in additional charges to the City. Any applicable recycling processing fee in addition to the unit garbage price shall be included as a part of the bid table.

### 3.4. Hazardous Waste

3.4.1. Contractor shall hold two days per year a hazardous waste collection day. The location will be determined by the City.

### 3.5. Disaster Debris Collection and Disposal Services

3.5.1. In the event of a natural disaster, such as a hurricane, tornado, ice storm, earthquake, or snow storm and in the event an unusual or unnatural amount of trash, limbs or debris is deposited by virtue of such natural disaster in the streets of the City, the Contractor will collect and remove this debris to a site designated by the City within the city limits of Helena, or a mutually agreed upon site, for the cost indicated on the Bid Proposal.

3.5.2. All debris shall be removed within a sixty-consecutive-day period following authorization to proceed.

3.5.3. In the event of such a natural disaster, the City of Helena reserves the right to hire other contractors to perform similar debris collection and disposal services, at then prevailing rates, so as to:

3.5.3.1. Meet the requirements of FEMA and/or other federal, state, or local government regulations and agencies with regard to Public Assistance Grants;  
or

3.5.3.2. For the safety, protection, health, and welfare of the public; or

3.5.3.3. To ensure the continuous delivery of government services.

## 4. QUALITY AND TIMELINESS OF SERVICE

4.1. Initial Start of Contract. The Contractor shall be responsible for notifying all residents of the change from the current contractor (if a change is made) with mailings, hang-tags, and social media at the cost of the contractor. The Contractor shall have all equipment and carts in place within two (2) weeks of a signed contract. (This includes complete information concerning recycling collection services.)

4.2. Hours of Operation. The collection described herein shall be between the hours of 7:00 A.M. to 7:00 p.m., Monday through Friday, as established by the National Weather Service.

4.3. Holidays. Contractor shall not be required to collect garbage, trash, or recyclable materials on the six (6) following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a normally scheduled pickup falls on one of the above holidays, collections shall be on the following work day. (Any proposed change in the holiday schedule by a contractor shall be disclosed in the bid submittal and made a part of the contract.)

4.4. Customer Service Office and Telephone. The Contractor shall maintain a toll free telephone number to be operational, Monday through Friday 8:00 A.M. to 5:00 P.M., except for holidays. The Contractor shall maintain, at its cost, a telephone line listed in the name in which it does business as the Contractor. Calls must be answered and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded), customer service agent employed by the Contractor and working within the Contractor's local office.

- 4.5. Field Manager(s). The Contractor shall provide and maintain adequate and competent supervision during the progress of the work through the employment and assignment of at least two (2) Field Managers who will be in charge of the work performed in Helena. All directives given to the Contractor or Field Managers by the City, when consistent with the provisions of the contract, shall be binding upon the Contractor. The Contractor shall further maintain continuous observation of the services performed under the contract to ensure compliance with the standards of quality and timeliness of services as described herein.
- 4.6. Contractor's Personnel. The Contractor shall use only personnel who are qualified to perform the work required herein and shall require its employees to serve the public in a courteous, helpful and impartial manner. All work under this contract shall be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the City.
- 4.7. Action Center Manager. The Contractor shall monitor the City's Action Center to provide timely and quality service through the requests from residences and city staff. The City will provide guidance to the Contractor, but the Contractor shall be responsible to respond and close out requests in a timely and professional manner.
- 4.8. Penalties. The Contractor shall make every reasonable effort to provide high quality service and have no unresolved complaints. Because of the costs incurred by the City in administering and responding to unresolved complaints and unfulfilled requests, the Contractor shall pay to the City the sum of Two Hundred Fifty Dollars (\$250.00) for each complaint or request not satisfied by the Contractor within twenty-four (24) hours after receipt of notification thereof by the City. If there are more than two (2) complaints at the same residence within the same month, the City may double the penalty to Five Hundred Dollars (\$500.00) at the City's discretion, notwithstanding the 24-hour time period. When applicable, the Contractor will be notified of the imposition of such penalties by the City of Helena. Penalties shall apply to garbage, trash, recycling and cart delivery. Penalties for failure to provide required knuckle boom equipment is described under the heading "Equipment".
- 4.9. Default. In the event the Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the City or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the City may give notice to the Contractor at its local office address, and the failure of the Contractor to remedy or correct such unsatisfactory condition within three (3) days from the date of mailing of such notice shall constitute a default herein. Furthermore:
  - 4.9.1. In the event of the termination of this contract or in the event the City is required to initiate litigation to enforce any of its rights under and by virtue of this contract, the Contractor hereby agrees that if the City prevails it will reimburse the City for all costs, fees and expenses including reasonable attorney's fees incurred by the City in any such undertaking.
  - 4.9.2. The termination of this contract shall not relieve the Contractor of the responsibility from any damages that the City may incur by reason of such default.
  - 4.9.3. In the event that the performance by the Contractor of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the common enemy of the result of war, riot, civil commotion, strike or labor unrest, or

sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.

4.9.4. Additionally, the Contractor hereby agrees that in the event of such termination, interruption or delayed service, at the option of the City, all trucks, machinery and equipment utilized by the Contractor in the performance of this contract shall thereupon be delivered to the City and may be used by the City for a period of one hundred eighty (180) days without cost or charge from the date of such termination, interruption or delayed service.

## **5. EQUIPMENT REQUIREMENTS**

### **5.1. Equipment Requirements, Generally:**

- 5.1.1. The Contractor will provide sufficient mechanical equipment to maintain regular schedules of collections and to fully perform all services in accordance with this contract.
- 5.1.2. All equipment shall be no older than five (5) years throughout the duration of the contract and all equipment shall be maintained in good working condition throughout the duration of the contract.
- 5.1.3. Vehicles are to be washed thoroughly on the inside and sanitized with a suitable disinfectant and deodorizer at least weekly, and all vehicles are to be washed on the outside at least weekly.
- 5.1.4. All trucks shall be equipped with appropriate telecommunication equipment as necessary to provide for direct communications between the Contractor's Resident Manager and the Contractor's personnel on each and every truck operating within the City of Helena.
- 5.1.5. The Contractor shall provide appropriate telecommunication equipment to the City of Helena for the purpose of communicating directly with the Resident Manager.
- 5.1.6. The Contractor shall keep and retain sufficient back-up equipment to be available to replace equipment that requires maintenance or service.
- 5.1.7. All equipment used in the City shall be dedicated to the City of Helena's benefit and shall not be scheduled for regular service to any other customer.
- 5.1.8. To ensure compliance with these specifications, the City's representative may inspect the Contractor's operation and equipment at reasonable times, and the Contractor shall permit such representative to make such inspection at any reasonable time or place.
- 5.1.9. All equipment must be leak free. If a roadway is stained by hydraulic fluid or any other fluid seeping from the garbage containment area, the Contractor will be responsible for cleaning the roadway.

### **5.2. Special Equipment Requirements for Garbage Collection:**

- 5.2.1. All garbage collection trucks are to be equipped with automatic dumpers for the handling of carts.

### **5.3. Special Equipment Requirements for Trash Collection:**

- 5.3.1. The Contractor will provide exclusive use of, at least, four (4) knuckle boom trucks operating for the City at least five (5) days a week if debris service is selected as a service.
- 5.3.2. In addition to the above knuckle booms, the Contractor will furnish exclusive use of two (2) additional knuckle booms from March 1st through August 31st of each year to provide such additional support and which may be specifically directed and dispatched by the Department of Public Services when needed and where needed if debris service is selected as a service.

- 5.4. Special Equipment Requirements for Collection of Recyclable Materials:
  - 5.4.1. Recyclables should be picked up in trucks designed specifically for recycling.
  - 5.4.2. Trailers are not acceptable.
- 5.5. Additional equipment will be provided on an as-needed basis as required by the Department of Public Services (i.e., additional knuckle booms, rear loaders, etc.).
- 5.6. Failure to provide equipment, as specified following notification to the Contractor, will allow the City to assess a \$500 (five hundred dollar) per day per truck penalty to be imposed until the Contractor can provide evidence that all required equipment is active and functioning properly within the City of Helena.

## **6. CART SPECIFICATIONS FOR GARBAGE AND RECYCLABLE MATERIALS**

### 6.1. Carts, Generally:

- 6.1.1. The Contractor will provide One (1) Garbage Cart AND One (1) Recyclables Cart per dwelling at no cost to the City or resident if service is selected.
  - 6.1.1.1. Garbage Carts shall be an MSD 95-gallon plastic molded refuse cart as specified below.
  - 6.1.1.2. The Contractor shall provide MSD 95-gallon Recyclables carts. The
- 6.1.2. The Contractor will provide additional MSD plastic molded refuse carts, as requested, at cost to the homeowner. Any cart above one (1) shall be provided at the cost indicated on the Bid Proposal Form. "Extra" carts refer to carts that are provided to residents over-and-above the one (1) cart provided at no charge to each residence.
- 6.1.3. Carts that are damaged, lost or stolen shall be replaced promptly, upon request at no additional cost to the city or resident.
- 6.1.4. When replacement or additional carts are requested, the Contractor will assemble and deliver such fully-assembled cart to the resident within two business days. Failure to deliver carts by the appropriate deadline may, at the city's sole discretion, result in the imposition of penalties as specified under the heading "Standards of Quality and Timeliness of Service" and the sub-heading "Penalties".
- 6.1.5. The carts proposed for use by the Contractor under this Contract must meet the specifications as described herein and/or be approved by the City of Helena.
- 6.1.6. Contractor will maintain an inventory of a minimum of one-hundred-fifty (150) 95-gallon garbage carts, one-hundred-fifty (150) 95-gallon recycling carts.

### 6.2. Cart Specifications:

- 6.2.1. Garbage Cart Specifications (95 Gallon):
  - 6.2.1.1. Cart shall meet minimum qualities and characteristics of MSD 95-gallon cart manufactured by Otto Industries, Incorporated, or equal.
  - 6.2.1.2. Cart body shall be high-density polyethylene plastic body.
  - 6.2.1.3. Container body shall be completely sealed without any open areas and have two rubber wheel assemblies.
  - 6.2.1.4. Cart shall be designed for manual or semi-automated bar lifter systems.
  - 6.2.1.5. Cart lid shall be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off.
  - 6.2.1.6. Cart body shall be sequentially numbered with permanent hot stamped 1 ½" high white numbers on front of cart body.

- 6.2.1.7. Color: 95-gallon Garbage Carts shall be non-facing, ultraviolet stabilized gray
- 6.2.1.8. Dimensions should be approximately 26" wide, 33" deep and 46" tall.
- 6.2.1.9. Load rating should be approximately 200 pounds.
- 6.2.2. Recyclables Cart Specifications (95 Gallon):
  - 6.2.2.1. Cart shall meet minimum qualities and characteristics of MSD-95gallon cart manufactured by Otto Industries, Incorporated, or equal.
  - 6.2.2.2. Cart body shall be high-density polyethylene plastic body.
  - 6.2.2.3. Container body shall be completely sealed without any open areas and have two rubber wheel assemblies.
  - 6.2.2.4. Cart shall be designed for manual or semi-automated bar lifter systems.
  - 6.2.2.5. Cart lid shall be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off.
  - 6.2.2.6. Cart body shall be sequentially numbered with permanent hot stamped 1 ½" high white numbers on front of cart body.
  - 6.2.2.7. Color: 95-gallon Garbage Carts shall be non-facing, ultraviolet stabilized blue
  - 6.2.2.8. Dimensions should be approximately 26" wide, 33" deep and 46" tall. Load rating should be approximately 200 pounds.
  - 6.2.2.9. Cart shall include a mutually acceptable label clearly identifying it as a recycling cart and indicating instructions provided by the City.

6.3. Cart Warranties

- 6.3.1. All carts shall have a ten (10) year warranty covering the container body, lid, wheels, axle and all other parts.
- 6.3.2. Any component parts which fail, in materials or workmanship, to perform as originally designed, shall be replaced by the Contractor at no charge to the owner including, but not limited to:
  - 6.3.2.1. Failure of the lid to prevent rainwater from entering container when closed on the container's body.
  - 6.3.2.2. Failure of the lid and/or container body to prevent penetration by vermin.
  - 6.3.2.3. Damage to the container body, lid, or any component parts through opening or closing of the lid.
  - 6.3.2.4. 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.
  - 6.3.2.5. Failure of axle to remain free of excessive rust and corrosion, to be determined by the City.
  - 6.3.2.6. Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product/chemicals other than those listed by the Contractor.
  - 6.3.2.7. Failure of any portion of the bottom of the container body to remain impervious to damage or wear including repeated contact with rough and abrasive surfaces. If at any time during the ten-year warranty period, a container bottom becomes worn or damaged and leaks when filled with water, such container body shall be replaced in its entirety and without charge under the warranty.
  - 6.3.2.8. Failure of the rubber tires to remain in place and fully serviceable, as designed and intended.
  - 6.3.2.9. Failure of the container body, lid, hardware, or any component parts to maintain their original shape.

- 6.3.2.10. Failure of the wheels to provide continuous, easy mobility as originally designed or intended.
- 6.3.2.11. Failure of any container body, lid, wheels, or other component part to conform to the minimum standards specified herein; i.e., failure to use only first quality high-density, virgin resin.
- 6.3.2.12. Damage to or failure of container assemblies caused by any incompatibility of the container and the Contractor's hydraulic dumping units.

## **7. UNITS TO BE SERVED**

- 7.1. Upon execution of the Contract, or soon thereafter, the City shall provide the Contractor with a list of residential addresses within the City of Helena.
- 7.2. The Contractor agrees to maintain a detailed list of the addresses of all residences that it serves within the City of Helena to substantiate charges invoiced to and paid by the City. The Contractor shall promptly provide such list, upon request by the City, in an electronic spreadsheet or database format, such Microsoft Excel or Microsoft Access, to be compared to and reconciled with the City's current list of residential addresses.
- 7.3. The Contractor further agrees to provide such other or further information and data pertinent to this contract as may be reasonably requested by the City, except for confidential and proprietary information of the Contractor.

## **8. CHANGES IN PRICE**

### **8.1. Annexations:**

- 8.1.1. The parties hereto agree that any contiguous areas annexed by the City during the terms of this contract shall be included within the service area for Garbage, Trash, and Recyclable Materials by the Contractor at the same per unit charge as the Proposal.
- 8.1.2. Fluctuations in the number of units serviced and billed will be adjusted monthly except in an annexation of five (5) or more homes in which case the charges for services related to these specific addresses may be pro-rated based on the date on which services actually begin.

### **8.2. New Construction:**

- 8.2.1. The parties hereto agree that any new construction within the city limits during the terms of this contract shall be included within the service area for Garbage, Trash, and Recyclable Materials by the Contractor at the same per unit charge as the Proposal.
- 8.2.2. Fluctuations in the number of units serviced and billed will be adjusted monthly except in new construction of five (5) or more homes in which case the charges for services related to these specific addresses may be pro-rated based on the date on which services actually begin.

### **8.3. Consumer Price Index:**

- 8.3.1. It is understood that the prices proposed by the Bidder shall be the base prices to be paid to the Contractor for services beginning September 1, 2023 or other mutually agreed upon commencement date.

8.3.2. It is further understood and agreed by and between the parties hereto that the unit prices may be adjusted at the beginning of year two (2) of the Agreement based upon any change in the cost of living determined as follows:

8.3.2.1. As promptly as practicable after August 31, 2024, the City or Contractor may compute the change, if any, in the cost of living, using as the basis of such computation, the "Revised Consumers Price Index For All Urban Consumers – South Region" (hereinafter referred to as "Index") published by the Bureau of Labor Statistics of the United States Department of Labor.

8.3.2.2. In the event there is a change in the cost of living, the parties shall negotiate and may, upon mutual agreement, change the unit prices up to but no more than such percentage change in the Consumer Price Index as computed above.

#### 8.4. Price Adjustment After Three (3) Years:

8.4.1. In the event this contract is renewed, the Contractor may be allowed an adjustment in contract prices during the second year as stated in the Consumer Price Index section, above, or under the conditions as described below.

8.4.2. For a change in the contract price to be approved, the Contractor must submit clear documentation to the City detailing the change in such cost. If the change in cost is clearly established, the City may adjust the price accordingly. A change will be allowed only if one of the following conditions exists:

8.4.2.1. The Contract specifications are modified.

8.4.2.2. A state or federal law or ruling modifies the existing regulations affecting the Contractor's operations.

#### 8.5. Billing and Payment:

8.5.1. The Contractor is responsible for all billing and payment collection by providing billing to the Resident within ten (10) days following the end of each month for services rendered hereunder. The Resident shall pay the Contractor before the 30th day following the end of the month to which the bill relates. Such billing and payment shall be based on the rate and number of units set forth herein as determined by the City.

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## **SECTION 4 – FORMS AND EXHIBITS**

### **BID SUBMITTAL MATERIALS CHECKLIST**

Please note: This document is meant to assist the bidder in gathering and preparing Bid Materials and is not a substitute for information contained in the Contract Documents and Specifications. Please refer to the Contract Documents and Specifications for more specific information regarding the Bid Materials listed below.

#### **The following materials must be provided with the bid:**

- Contractor's Bid
- Bid Bond
- Copy of the latest available Certified Financial Statement
- Evidence that the Bidder is or can be properly licensed to do business in the State of Alabama
- Evidence that the Bidder is a going concern which has existed for at least five (5) years
- Evidence that the Bidder has at least five (5) years' experience in refuse collection and disposal.
- Evidence that the Bidder has at least five (5) years' experience in handling recyclable materials
- References and other pertinent evidence that the Bidder has served organizations similar in size to the City of Helena
- A list of equipment that the Bidder proposes to use in fulfilling the terms of the contract
- Descriptions of Proposed Recycling Programs
- Evidence of Worker's Compensation Insurance
- Evidence of Employer's Liability Insurance
- Evidence of Bodily Injury Insurance (Excepting Automobile Coverage)
- Evidence Automobile Bodily Injury and Property Damage Insurance
- Evidence of Excess Umbrella Liability Insurance

#### **The following materials will be required at the execution of the contract:**

- Performance Bond or Irrevocable Letter of Credit
- Certificate showing that Performance Bond Premiums have been paid
- License to do business in the City of Helena
- Samples of Educational and Promotional Materials for Proposed Recycling Programs
- Sample of proposed 95-gallon carts

#### **Pre-Bid Meeting**

There will be a pre-bid meeting to be held in the City Council Chambers of the Helena City Hall at 10:30 AM on Tuesday, May 16, 2023. The City Hall is located at 816 Highway 52 East, Helena, AL 35080. Attendance of a representative of the Bidder is not required but encouraged in order for the bid to be considered.

#### **Bid Opening**

Bids will be opened in the Council Chambers, Helena City Hall, at 10:30 AM, CST, on Tuesday June 6, 2023 and will at that time be read publicly aloud.



**816 HIGHWAY 52 EAST  
HELENA AL 35080**

Sealed bids will be received by the City of Helena, Alabama. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 10:30 AM, June 6, 2023. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

---

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

**Price\*:** See Bid Table \_\_\_\_\_

**Alabama Contractor's License #:** \_\_\_\_\_

**Delivery Date:** \_\_\_\_\_

**Bids Good Through\*\*:** \_\_\_\_\_

\* See specifications enclosed

\*\* All bids must be good for a minimum of 90 days

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I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Sworn and Subscribed before me  
this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

---

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 663-2161.



## BID TABLE

Base Bid (Current Services)				
#	Category of Service	Location of Collection	Estimated Residences	Monthly Cost Per Unit
1	Single Family Residential Garbage (1 can 1x per week)	Curbside	8,425	\$
2	Single Family Residential Garbage (1 can 1x per week)	Rear Door (for those unable to go curbside)	300	\$
3	Single Family Residential Recycle (1 can 2x per month)	Curbside	8,425	\$
4	Single Family Residential Recycle (1 can 2x per month)	Rear Door (for those unable to go curbside)	300	\$
5	Hazardous Waste Day	TBD	Not Applicable	\$
Other Services, Items, and Alternates				
A	Garbage Alternate 1: Single Family Residential Garbage (2 cans 1x per week)	Curbside	8,425	\$
B	Garbage Alternate 1: Single Family Residential Garbage (2 cans 1x per week)	Rear Door (for those unable to go curbside)	300	\$
C	Garbage Alternate 2: Single Family Residential Garbage (1 cans 2x per week)	Curbside	8,425	\$
D	Garbage Alternate 2: Single Family Residential Garbage (1 cans 2x per week)	Rear Door (for those unable to go curbside)	300	\$
E	Trash Alternate: Single Family Residential Trash (10 cubic yard 1x per week)	Curbside	8,425	\$
F	Recycle Alternate 1: Single Family Residential Recycle Subscription Based	Curbside	TBD	\$
G	Recycle Alternate 2: Community (8 cubic yard 1x per week)	TBD	TBD	\$
H	Natural Disaster Debris Collection and Disposal (per cubic yard)	TBD	TBD	\$
I	Garbage Cart (Each)	Not Applicable	Not Applicable	\$
J	Recycle Cart (Each)	Not Applicable	Not Applicable	\$
Note: Quantities are estimates only and are NOT a commitment to pay for such quantities.				

\*Customer count could be up to 10,000 estimated before services begin.



## REFERENCES

This page must be submitted with Bid Proposal Form. Please list any governmental/municipal and/or like size organizations for which Bidder has provided similar services in the last five (5) years. These organizations may be contacted by the City of Helena. Additional sheets may be attached if more space is needed.

1. Client Name: \_\_\_\_\_

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

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

2. Client Name: \_\_\_\_\_

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

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Client Name: \_\_\_\_\_

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

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

4. Client Name: \_\_\_\_\_

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

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_



## EQUIPMENT LIST

Equipment Description	Year	Make/ Manufacturer	Model

Please use multiple copies of this page if necessary



## LIST OF CITY FACILITIES

Service shall be provided to these locations but is not limited to only these locations. Bidders should inspect city facilities to confirm current sizes and quantities of containers and dumpsters.

### Municipal Building:

- City Hall/Police Department/Fire Station 1
- Jane B Holmes Library
- Fire Station 2
- Fire Station 3

### Parks and Recreation Facilities

- Helena Sports Complex
- Old Town Amphitheater Park
- Joe Tucker Park
- Penhale Park
- Lee Springs Park
- Hillsboro Trail
- Cahaba Lilly Park
- Nash Bridge Park

### Other Facilities

- Public Works Shop
- Wastewater Treatment Facility

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## SAMPLE CONTRACT

**THIS CONTRACT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Helena, Alabama (hereinafter called the "CITY"), and \_\_\_\_\_ (hereinafter called the "CONTRACTOR").

**WHEREAS**, the CONTRACTOR did submit a Proposal to provide services to collect and dispose of residential garbage and trash, collect residential recyclable materials, and to perform work as may be incidental thereto.

**NOW THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The CONTRACTOR is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the CITY and shall furnish all personnel, labor, equipment, trucks and all other necessary items to provide Residential Garbage and Trash Collection and Disposal, and Residential Recycling Collection services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and the Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in the Contract:
  - A. Contract Agreement
  - B. Bid Form completed by Contractor
  - C. Bid Bond
  - D. Invitation to Bid
  - E. Instructions to Bidder
  - F. Performance Bond
  - G. General Conditions
  - H. Supplemental Conditions
  - I. Special Conditions
  - J. Specifications
  - K. Addenda to Bid Specifications
  - L. Forms
  - M. Exhibits
  - N. Payment Bond
  - O. All Contract Addenda
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the CONTRACTOR, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
  - A. The CONTRACTOR shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents
  - B. Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental

- order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the contractor or the City.
- C. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

**IN WITNESS WHEREOF**, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seal, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
J. Brian Puckett, Mayor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
ATTEST: Amanda C. Traywick, City Clerk

\_\_\_\_\_  
By

\_\_\_\_\_  
Its

**NOTARY CERTIFICATE FOR OWNER**

**STATE OF ALABAMA  
COUNTY OF SHELBY**

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the same in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Alabama  
My commission expires:\_\_\_\_\_

**NOTARY CERTIFICATE FOR CONTRACTOR**

**STATE OF ALABAMA  
COUNTY OF SHELBY**

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the same in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Alabama  
My commission expires:\_\_\_\_\_



## **SECTION 5 – RFB AMENDED**

### **1. MODIFICATIONS FROM PRE-BID MEETING**

- 1.1. Clarify Section 1, 2.6
- 1.2. Clarify Section 3, 3.1.8
- 1.3. Clarify Section 3, 5.3.1
- 1.4. Clarify Section 3, 5.3.2
- 1.5. Clarify Section 3, 6.1.1
- 1.6. Clarify Section 3, 6.1.2
- 1.7. Modify Section 4, Bid Table