

**ADVERTISEMENT FOR BIDS**  
**FOR RESIDENTIAL GARBAGE COLLECTION AND RELATED SERVICES FOR**  
**THE CITY OF PINSON, ALABAMA**

Sealed proposals will be received by the City Clerk of the City of Pinson, Alabama at the Pinson City Hall (4410 Main Street, Pinson, Alabama 35126) until 7th day, April, 2021, at 3:00 PM, for services which shall consist of all supervision, equipment, labor, and all other items necessary to provide Customers of the City of Pinson, Alabama with curbside collection, transportation and disposal of municipal solid waste. The City estimates that it currently has approximately 2,500 curbside residential customers who may desire such service. The term of service shall be three (3) years beginning \_\_\_\_\_, 2021, with an opportunity for extension. In order to make a proposal, a bidder shall prepare a sealed bid that includes quotes on a rate for service per customer per quarter.

Additional requirements/information/specification items are indicated in the Request for Bids/Proposals. Bidders must obtain a copy of the Request for Bids/Proposals, and the related specifications, by visiting our website [www.thecityofpinson.com](http://www.thecityofpinson.com) click on the City Hall tab, then RFP/Opportunities.

Bids received after the deadline above will not be considered. Bids will be opened and publicly read at the Pinson City Hall on 7th day, April, 2021, at 3:00 PM.

The City of Pinson reserves the right to reject any or all proposals and to waive technical errors if, in its judgment, the best interests of the City of Pinson will thereby be promoted.

This Advertisement for Bids has been posted on the outdoor bulletin board at the Pinson City Hall, Pinson Community Center, and Palmerdale Post Office beginning on 10th day, March, 2021, and will remain posted until the 7<sup>th</sup> day, April, 2021, at 3:00 PM.

This Advertisement for Bids has also been posted on the City of Pinson's website.

**REQUEST FOR PROPOSALS FOR  
RESIDENTIAL GARBAGE COLLECTION AND RELATED SERVICES  
FOR THE CITY OF PINSON, ALABAMA**

**SECTION I:  
INSTRUCTIONS TO CONTRACTORS**

**1. SCOPE OF WORK**

The Contractor shall provide, in a good workman-like manner and in accordance with industry standards, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide Customers of the City of Pinson, Alabama (the "City") with curbside collection, transportation and disposal of municipal solid waste and to complete said services in accordance with the provisions contained herein. **The City estimates that it currently has approximately 2,500 curbside residential customers who may desire such service.**

**2. PREPARATION OF THE PROPOSAL**

Only the services listed in this Request for Proposal and included in any addenda will be considered.

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

One original and six (6) copies of the Proposal, together with any appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name and address of the Contractor, and plainly marked "Solid Waste Collection Proposal". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City shall not consider any proposal not prepared and submitted in accordance with the provisions hereof.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered. Any proposal submitted by a firm not represented at the mandatory pre-proposal conference will not be opened and shall be returned to the Contractor submitting the proposal.

**Sealed proposals must be submitted by 3:00 p.m. on April 7, 2021 to the address set forth above and will be publically opened at that time.**

**3. PROPOSAL SECURITY AND PERFORMANCE BOND**

*Proposal Security*

Each proposal must be accompanied by a bid bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to **Five Thousand Dollars**

**(\$5,000.00)**, as a guarantee on the part of the Contractor that he/she/it will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor which addresses all the material provisions of this Request for Proposals and response thereto), to perform the services covered by such Proposal at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment of such terms. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as such Contractor has not been notified of the acceptance of its Proposal. No bidder may withdraw his bid for a period of ninety (90) calendar days after the date set for the opening thereof.

*Performance Bond*

The successful Contractor will be required to furnish to the City a performance bond, in the amount of \$100,000.00, for the faithful performance of the Contract Documents and all obligations arising hereunder. Such bond shall be executed by a surety company licensed to do business in the State of Alabama. The Contractor shall be responsible for payment of all premiums for such bond, and a certificate from the surety showing that the bond premiums are paid in full shall accompany such bond.

A letter shall accompany the Proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of its power of attorney attached thereto.

**4. EVIDENCE OF INSURANCE**

The Contractor will indemnify and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent arising out of a willful or negligent act or omission of the Contractor (or its agents, officers, employees, contractors, and/or representatives) in the performance of the Contract Documents.

Contractor shall procure and maintain for the duration of the Contract insurance coverage against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the services provided by the Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of the contracted services. The City shall be named as an additional insured with respect to such insurance.

**Minimum Limits of Insurance:**

<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability except Automobile	\$1,000,000.00 each occurrence /\$1,000,000.00 aggregate

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Property Damage Liability except Automobile	\$1,000,000.00 each occurrence / \$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person / \$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

**5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

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

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of its refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Contractor will be considered to have abandoned all its rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor or a Request for Proposals may be re-advertised as the City may elect. Such forfeited security shall be the sole remedy of the City for the Contractor's refusal or failure to enter into the Contract.

**6. POWER OF ATTORNEY**

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

**7. SCOPE OF WORK**

The services provided under the awarded Contract shall consist of the items contained in this Request for Proposal and Contractor's Proposal, including all incidentals necessary to fully complete said services in accordance with the Contract Documents.

**8. CONDITIONS**

Each Contractor shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution the terms and performance of the services under the Contract Documents. Contractors shall thoroughly examine and be familiar with the general specifications and other requirements contained in this Request for Proposals, and any other factors that may affect the performance of the services contemplated herein.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint itself with conditions existing, shall in no way relieve the bidder of any obligations with respect to its Proposal or to the Contract Documents. The City shall make all such documents available to the Contractor upon request.

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

The Contractor'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 services to be performed shall apply to the Contract throughout its term, and they will be deemed to be included in the Contract as though written out in full in the Contract.

## **9. ADDENDA AND EXPLANATIONS**

Explanations desired by a prospective Contractor shall be requested of the City in writing, via mail or electronic mail, to 4410 Main Street, Pinson, 35126 or [jcochran@thecityofpinson.com](mailto:jcochran@thecityofpinson.com). If explanations are necessary, a reply shall be made in the form of an Addendum, same format. A copy of any Addendum will be forwarded to each Contractor. Any request for explanation or clarification shall be made to the City in writing. Any verbal statements given by any person prior to the award shall be unauthorized and non-binding.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include an acknowledgment of receipt of each Addendum, and shall incorporate the specifications described in the Addenda where applicable.

## **10. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR**

The Proposal must be properly signed in ink and the address of the Contractor provided. The legal status of the Contractor, whether corporation, partnership, or individual; shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also provide the State in which it is incorporated or organized. If Contractor is a partnership, such Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

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

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

## **11. COMPETENCY OF CONTRACTOR**

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

The City will require submission **with the Proposal** of all certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a

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qualified, responsible Contractor. The Contractor will be required to furnish the following information:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Contractor 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 Contractor 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 Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the City, that the Contractor firm has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in solid waste collection and disposal, and recyclables collection and processing. The City reserves the right to waive this requirement if it is considered in the best interests of the City.

### **12. QUALIFICATIONS OF CONTRACTOR**

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

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the City, that Contractor possesses the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to the City, that Contractor's experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.
- (d) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualifications requirements of this Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

### **13. DISQUALIFICATION OF CONTRACTORS**

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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 Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.

### **14. BASIS OF THE PROPOSAL**

Proposals with respect to solid waste collection and disposal and collection and processing of recycling materials are solicited on the basis of rates for collection service and for each residential unit per quarter. **Proposals will be compared on the basis of the overall information about the rates proposed, not on any one price group or a simple summation of the rates. An overall assessment by the City to determine which proposal is in its best interest will be the sole determining factor in selecting a successful proposal. The City will consider and may select the Base Bid or the various alternatives, whichever the City deems in its best interest.**

The City reserves the right to waive any formality in any bid, and to reject any or all bids and make any award in any manner consistent with the law deemed in the best interest of the City. The City also reserves the right not to enter into any agreement as a result of this request for proposals/invitation to bid.

### **15. QUANTITIES**

The current quantities for the number of residential units are good faith estimates based on known customers at the time of advertising the Request for Proposals, but are not guaranteed in any way by the City.

### **16. METHOD OF AWARD**

Any alteration, erasure or interlineations of the Proposal shall render the proposal irregular and subject to rejection by the City. The City intends the Contract be awarded within ninety (90) days following the date Proposals are publicly opened and read.

### **17. COMPLIANCE WITH LAWS**

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all federal, state, and local laws and regulations. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

**18. DISCRIMINATION PROHIBITED**

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of age, sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

**19. TERM AND RENEWAL**

The term of service shall be three (3) years beginning \_\_\_\_\_, 2021.

From time to time, the Contractor and City may agree to renew and extend the term of service for additional periods of one or more (1) years, as long as such renewal/extension is for substantially the same terms as are stated herein. If so, then the Contractor and City may enter into a document executed by both parties providing for such renewal/extension.

Otherwise, the City may elect to engage in a new competitive bidding process with respect to services required beyond after the end of the term of service.

**20. REMUNERATION**

Contractor shall quote a rate for service per Customer per quarter, as follows:

**Base Bid**

\_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) per quarter, per Roll Out Cart at each location for Residential Curbside Collection of Municipal Solid Waste (“MSW”);

**Alternative #1**

\_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) per quarter, per Roll Out Cart at each location for Residential Curbside Collection of Municipal Solid Waste (“MSW”), plus Residential Curbside Recycling;

**Alternative #2**

\_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) per quarter, per Roll Out Cart at each location for Residential Curbside Collection of Municipal Solid Waste (“MSW”), plus Residential Yard Debris Collection;

**Alternative #3**

\_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) per quarter, per Roll Out Cart at each location for Residential Curbside Collection of Municipal Solid Waste (“MSW”), plus Residential Curbside Recycling and Residential Yard Debris Collection.

**Alternative #4**



\_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) per quarter, as an additional fee for any of the above Basic Bid or Alternatives services, attributable to the Contractor's placement of a decal on each Roll Cart. The decal may be two colors, must remain for the entire term of the contract, must be applied by the Contractor to the Roll Carts, must be between 100 and 150 square inches, and must be in addition to any sticker or other decal used by Contractor for payment identification.

The rates shall be based on an initial count of one Roll Cart at Residential Units.

The Contractor shall bill each Customer on a quarterly basis, in advance, for all Services to be provided by Contractor to each Customer. Contractor shall be entitled to payment for all services rendered within thirty (30) days from the date of the invoice. The City will not bill or invoice Customers for any of Contractors' charges, nor will the City be responsible any of Customers' obligations to Contractor. The rates set forth in Contractor's proposal shall be subject to the following adjustments:

- (a) The compensation payable by the Customers to Contractor shall be annually adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Base Period December 1983 = 100) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary of the Commencement Date of the Contract, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term of the Contract and all extensions/renewals. Payments due for services rendered by Contractor to Customers shall be adjusted to compensate for such annual rate increases.
- (b) All municipal solid waste and recyclable materials collected by the Contractor shall be disposed of by the Contractor at such locations as are permitted and approved by the State of Alabama. The rates provided in Contractor's proposal shall be inclusive of current disposal and current transportation costs, which are subject to increase as set forth below.
- (c) Any Customer invoice balance not paid within thirty (30) days of the date of invoice may be subject to a reasonable late fee, and any Customer check returned for insufficient funds may be subject to a Non Sufficient Funds fee, both to be no more than the maximum extent allowed by applicable law. In the event that payment is not made when due, Contractor retains the right to suspend service for any Customer until the past due balance is paid in full.

Additional Adjustments: Contractor shall also be entitled to request an increase in Base Rates from time to time during the term of this Contract, and upon thirty (30) days'

written notice to the City and Customers, to reimburse Contractor for increases in costs due to any capital and/or operating expenditures, including taxes, fees and surcharges required or imposed solely by federal, state or municipal law, regulation, rule, permit, or permit condition, that was not imposed directly because of the action or inaction of Contractor. City may object and prevent any such increase in Base Rents, if the increase is deemed by the City to be unreasonable.

**SECTION II:  
GENERAL SPECIFICATIONS**

**1. 1.00. DEFINITIONS:**

- 1.1. **Bag or Bags and Small Containers:** Customer-supplied plastic sacks and small containers, designed to store **Municipal Solid Waste** with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag or Small Container and its contents shall not exceed 35 pounds.
- 1.2. **Bulky Waste:** Furniture, loose brush greater than 48 inches in length or three (3) inches in diameter, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection.
- 1.3. **Construction and Demolition Waste:** Waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but not inert debris, land-clearing debris, **Yard Debris**, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar non-hazardous material.
- 1.5. **Customer:** Each Residential Unit residing within the Service Area that opts to subscribe with Contractor for the Services defined below.
- 1.6. **Garbage:** Dead animals of less than ten (10) pounds in weight; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not limited to, other foods containers; and all putrescible or easily decomposable waste; animal or vegetable matter which is likely to attract flies or rodents, but excluding sewage and human waste.
- 1.7. **Hazardous Waste:** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the federal or state government to be hazardous, toxic, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious and/or bio-hazardous as those terms are defined by or pursuant to Federal or State law or regulations.
- 1.8. **Medical Waste:** Waste generated by health care related facilities and

associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

- 1.9. **Municipal Solid Waste:** **Solid Waste** resulting from the operation of residential, commercial, industrial, governmental or institutional establishments that would normally be collected, processed and disposed of through a public or private solid waste management service. Municipal Solid Waste never includes **Hazardous Waste, Special Waste, Medical Waste**, or solid waste from mining or agricultural operations.
- 1.10. **Recyclable Materials:** (a) newspaper/paper/cardboard, (b) tin and aluminum cans, and (c) HDPE and PET plastic containers. Additional recyclable materials may be added by written agreement of the parties.
- 1.11. **Refuse.** All nonputrescible waste
- 1.12. **Residential Unit:** A residential dwelling within the **Service Area** occupied by a person or group of persons comprising not more than three families.
- 1.13. **Roll Cart:** A Contractor-owned receptacle utilized at a Residential Unit with a capacity of 95 or 96 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The total weight of a Roll Cart shall not exceed fifty (50) pounds and must be wheeled.
- 1.14. **Rubbish/Trash.** All waste wood, wood products (but not **Yard Debris**), chips, shavings, sawdust, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, glass, and mineral or metallic substances.
- 1.15. **Service Area:** The incorporated limits of the City, including any newly developed and annexed areas, as well as such portions of the City's police jurisdiction (to the extent that the same is not objectionable to Jefferson County) that are (i) identified by the City to the Contractor and (ii) located in areas near the border of the incorporated area where it would be impractical and unreasonable for the Contractor to be unable to provide service (such as, for example, a residential unit located in an unincorporated area that is surrounded by incorporated territory).

- 1.16. **Services:** Those waste management services described in any Scope of Work or in the Contract Documents.
- 1.17. **Solid Waste:** All solid and semi-solid **Garbage, Refuse, and Rubbish/Trash**, but never (a) **Hazardous Waste** or **Special Waste**, (b) the other items excluded under the Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), or (f) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954 as amended (68 STAT.923).
- 1.18. **Special Waste: Solid Waste** that can require special handling and management, including White Goods, whole tires, used motor oil, lead -acid batteries and **Medical Waste**. Also, all treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; **Medical Waste**; off-spec chemicals; sludges; spill-cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.
- 1.19. **White Goods:** Refrigerators, freezers and air conditioning units which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.
- 1.20. **Yard Debris:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar yard waste and materials. Yard Debris excludes limbs which are greater than forty-eight (48) inches in length or three (3) inches in diameter, and specifically excludes excessive debris caused by storms or other inclement weather.

## **2.00 TYPES OF COLLECTION**

- 2.01 **Residential Curbside Collection:** Contractor shall collect all Municipal Solid Waste generated at a Residential Unit and placed in Roll Carts, **one time(s) per week** during the term of the Contract on the scheduled collection day for each Residential Unit in the Service Area who elects to subscribe to such service.
- 2.02 **Residential Curbside Recycling:** At the election of the City upon the award of the Contract after considering Alternative Nos. 1, 2 and/or 3, Contractor shall provide curbside collection of Recyclable Materials **once every two weeks** for recycling purposes for each Residential Customer who subscribes for service under Section 2.01 above.

Changes in law, markets and/or technology during the term of the Contract may cause either party to desire to change the Recyclable Materials as defined herein. To effect such a change, the party desiring

the change must give written notice of the desired change to the other party. Should the parties fail to reach a mutual agreement as to a new definition of Recyclable Materials, or as to the new terms and conditions to accompany the new definition, within thirty (30) days of receipt of such notice, then the definition of Recyclable Materials shall remain unchanged until such time as an agreement has been reached. Neither party shall withhold its agreement to a reasonable change in the definition of Recyclable Materials.

2.03 **Residential Yard Debris Collection.** At the election of the City upon the award of the Contract after considering Alternative Nos. 1, 2, and/or 3, Contractor shall provide residential yard debris collection on a **once every two weeks** schedule for each Residential Customer who subscribes for service under Section 2.01 above. With respect to Residential Yard Debris Collection, the Contractor may (i) limit each Residential Customer to 10 yards of Yard Debris per pickup, (ii) require that leaves, trimmings, ashes, clippings, and other small items of loose yard debris be bagged, and (iii) require that limbs, branches, and sticks that exceed 3 feet in length and 3 inches in diameter of any single piece be bundled.

2.04 **Excluded Materials.** The Contractor shall not be required by the Contract to collect, transport, dispose of or otherwise handle Bulky Waste, White Goods, Hazardous Waste, Medical Waste, Special Waste, Construction and Demolition Waste, Storm Debris, Dead Animals larger than ten (10) pounds, toxic substances, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not included in the definition of Municipal Solid Waste set forth herein; nor shall the Contractor be required to collect, transport, dispose of or otherwise handle any Municipal Solid Waste that is mixed with any of the foregoing excluded wastes.

If an alternative bid is accepted that does not include the collection, transportation, or disposal of Residential Yard Debris Collection, then the Contractor shall not be required to engage in such activity.

Likewise, if an alternative bid is accepted that does not include Residential Curbside Recycling, then the Contractor shall not be required to engage in such activity.

2.05 **Collection for City of Pinson.** The Contractor shall provide the same service to the City of Pinson as the Contractor provides to Customers with respect to Sections 2.01, 2.02, and/or 2.03 (except that such waste shall not be generated by residential customers or from residential locations, but rather by the activities associated with the following locations), with respect to the following City-owned, City-associated, or City-controlled locations:

City Hall – One 8 yard dumpster, weekly; one 8 yard dumpster for paper recycling, weekly

City Library – One 6 yard dumpster, weekly

Turkey Creek Nature Preserve – One 6 yard dumpster, weekly service  
PVYA – Two 8 yard dumpsters, weekly  
PHCC- One 6 yard dumpster, weekly  
Pinson Community Center – One 6 yard dumpster, weekly  
Pinson Rock School Center – One 6 yard dumpster, weekly  
Pinson Rock School Center – Two 8 yard dumpsters for paper recycling,  
twice weekly service  
Pinson Park – One 6 yard dumpster, weekly

The Contractor's services to the City under this Section 2.05 shall be free of any charge whatsoever. The City reserves the right to add additional City-owned and/or City-leased facilities for service at no additional charge at any time during the Contract term and/or any extension thereof. The City also reserves the right to request additional pickups at no additional charge) at City facilities as the City deems necessary.

### **3.00. COLLECTION OPERATION**

- 3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.
- 3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.
- 3.03 Routes of Collection: Collection routes shall be established by the Contractor. The City shall be provided route collection maps and container locations.
- 3.04 Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its obligation as required. Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next regular collection day following the holiday.

- 3.05 Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing

of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m., and not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m.

- 3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits or police jurisdiction of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Contractor shall furnish each Customer with a new Roll Cart for use in connection with Contractor's Services prior to providing Services to such Customer (as well as a new container for any Residential Curbside Recycling service, should Contractor provide such services as described hereunder).

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 3.07 Disposal: The Contractor shall deliver solid waste collected from Customers to a facility for disposal of Solid Waste on land in a sanitary manner in accordance with the rules, regulations, laws and ordinances of the State of Alabama and Federal Regulations promulgated as Subtitle D.
- 3.08 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its officers, agents, employees, contractors, or representatives, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its officers, agents, employees, contractors, or representatives.
- 3.09 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have

animals at large, but the Contractor shall immediately notify the City and applicable Customer, in writing, of such condition and of its inability to make collection.

- 3.11 Protection from Scattering: Each vehicle shall be equipped according to the Alabama Department of Transportation or other regulations to prevent leakage, blowing or scattering of refuse onto public or private property. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.
- 3.12 Contractor's Personnel. The Contractor shall assign a qualified person or persons to be in charge of its performance of this Contract. Contractor's collection employees shall wear a clean uniform or shirt bearing the Contractor's name and shall conduct their work courteously. Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving. The Contractor shall provide operating and safety training for all personnel.
- 3.13 Changes. The Contractor must notify the City, at least 30 days in advance, of any changes by Contractor with respect to Contractor's billing, pickup routes, pickup schedule, or any other material change with respect to Contractor's delivery of services within the city.
- 3.14 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 Dollars (\$200.00) for each complaint or request not satisfied by the Contractor within twenty-four (24) hours after receipt and 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 Four Hundred Dollars (\$400.00) 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. Penalties shall apply to garbage, trash, recycling, and cart delivery.

#### **4.00 LICENSE AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

#### **5.00 INDEMNITY**

The Contractor will indemnify and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees, to the extent the same arises from or relates to a willful or negligent act or omission of the Contractor (or its agents, officers, employees, contractors, and/or representatives) in the performance of the Contract Documents.



**6.00 TRANSFERABILITY OF AGREEMENT**

No assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City. Upon consent by the City, the assignee shall assume all duties and liabilities of the Contractor.

**7.00 OWNERSHIP**

The Contractor shall accept title to Municipal Solid Waste upon collection and placement into the Contractor's collection vehicles except for Excluded Materials. Title to and liability for Excluded Materials shall remain with the Customer and/or the generator of such waste. All Municipal Solid Waste to which the Contractor acquires title shall be the responsibility of the Contractor until it is properly disposed of.

**8.00 BOOKS AND RECORDS**

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

**9.00 TERMINATION FOR CAUSE**

Except as otherwise provided herein, if either party breaches this Contract or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (a) terminate this Contract as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

**10.00 NOTICES**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when delivered in person, or upon signature proof of delivery when: (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the respective party at the address set forth in the Contract Documents, or such other address(es) as the parties may specify by written notice delivered in accordance herewith.

**12.00 FORCE MAJEURE**

The performance of the Contract may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such suspension, termination, interruption, denial, or non-renewal, nor the failure to so contest, shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b), establishes requirements affecting a party's operation under this Agreement and makes the same substantially more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law.

#### **14.00 SEVERABILITY**

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 performed in accordance with 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 any Contract Document.

**SECTION III:**  
**CONTRACTOR'S PROPOSAL FOR**  
**SOLID WASTE COLLECTION AND DISPOSAL,**

**BASE BID – Residential Unit - MSW:** *(does not include Bulky Waste Collection, Residential Curbside Recycling, or Residential Yard Debris Collection):*

One Cart: \$ \_\_\_\_\_

Additional Carts add: \$ \_\_\_\_\_ per Cart

**ALTERNATIVE #1 – Residential Unit with Residential Curbside Recycling:** *(does not include Bulky Waste Collection, or Residential Yard Debris Collection):*

One Cart: \$ \_\_\_\_\_

Additional Carts add: \$ \_\_\_\_\_ per Cart

**ALTERNATIVE #2 – Residential Unit with Residential Yard Debris Collection:** *(does not include Bulky Waste Collection or Residential Curbside Recycling):*

One Cart: \$ \_\_\_\_\_

Additional Carts add: \$ \_\_\_\_\_ per Cart

**ALTERNATIVE #3 – Residential Unit with Residential Curbside Recycling and Residential Yard Debris Collection:** *(does not include Bulky Waste Collection):*

One Cart: \$ \_\_\_\_\_

Additional Carts add: \$ \_\_\_\_\_ per Cart

**ALTERNATIVE #4 – Additional Fee for Decal on Roll Cart:**

One Cart \$ \_\_\_\_\_

Additional Carts add: \$ \_\_\_\_\_ per Cart

The undersigned, having carefully read and considered the terms and conditions of the Requests for Proposals for Residential Garbage Collection and Related Services for the City of Pinson, Alabama, does hereby offer to perform such services within the City of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Requests for Proposals and related documents at the rates (expressed in words and figures) set forth above.

PINSON – REQUEST FOR PROPOSALS

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF PINSON, 4410 MAIN STREET, PINSON, ALABAMA FOR SOLID WASTE COLLECTION AND DISPOSAL BY:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ ZIP \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

LEGAL STATUS OF CORPORATION:

\_\_\_\_\_ INDIVIDUAL; \_\_\_\_\_ PARTNERSHIP; \_\_\_\_\_ CORPORATION

\_\_\_\_\_ JOINT VENTURE

CERTIFIED STATEMENT

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_ he certify that the following supporting data, as outlined in the City of Pinson, Alabama's Request for Proposal on Solid Waste, Section 11: COMPETENCY OF CONTRACTOR, Sections (a) through (d) is true and complete and shall be used in determining whether our company is a qualified, responsible vendor.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, \_\_\_\_\_, the undersigned authority, on this date personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Alabama

CERTIFIED STATEMENT

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_ hereby certify that the following supporting data, as outlined in the City of Pinson, Alabama's Request for Proposal on Solid Waste, Section 12: QUALIFICATIONS OF CONTRACTOR, Sections (a) through (d) is true and complete and shall be used in determining whether our company is a qualified, responsible vendor.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, \_\_\_\_\_, the undersigned authority, on this date personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, State of Alabama

CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Pinson, Alabama (hereinafter called “the City”), and \_\_\_\_\_ (hereinafter called “Contractor”).

WITNESSETH:

WHEREAS, in response to an invitation for bids, the Contractor submitted a bid to provide services for Residential Curbside Collection of Municipal Solid Waste, Residential Curbside Recycling, and Residential Yard Debris Collection (the “Services); and

WHEREAS, the City awarded the contract to Contractor pursuant to a Resolution adopted at a meeting of the city council on \_\_\_\_\_, 2021.

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. For and during the term of this Contract, the Contractor is hereby granted the exclusive right and franchise within the Service Area (to the extent the same is located in the incorporated borders of the City) to offer and perform the Services, as they are defined in the Contract Documents.

2. The Contractor shall offer and provide the Services specified in \_\_\_\_\_ of the Contractor’s Proposal to all Residential Units throughout the Service Area. *[Optional at City’s determination: Each Roll Cart provided by the Contractor and used with respect to the Services will include the Decal specified in Alternative #4 of the same, for an additional cost of \$\_\_\_\_\_ per Roll Cart.]* Total price per customer per quarter shall be \_\_\_\_\_ per bid documents.

3. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim this Contract:

- a. Request for Proposals for Residential Garbage Collection and Related Services for the City of Pinson, Alabama.
- b. The Contractor's Proposal for Solid Waste Collection and Disposal (*i.e.*, the completed forms of Pages 17-20 of the City’s request for proposals).
- d. The Resolution of the City accepting the Contractor’s bid for the Services.
- e. The Performance Bond
- f. Any addenda or changes to the foregoing documents that have been agreed to in writing by both of the parties hereto.

4. 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 consents shall not be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

PINSON – REQUEST FOR PROPOSALS

5. The term of this Contract shall be for three years – from \_\_\_\_\_, 2021 (the "Commencement Date") through \_\_\_\_\_, 2024. From time to time, the Contractor and City may agree to renew and extend the term for additional periods of one or more (1) years, as long as such renewal/extension is for substantially the same terms as are stated herein. If so, then the Contractor and City may enter into a document executed by both parties providing for such renewal/extension.

6. All notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when delivered in person, or upon signature proof of delivery when: (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the respective party at the address set forth below:

If to City: City of Pinson, Alabama  
Pinson City Hall  
Attn: Mayor  
4410 Main Street  
Pinson, AL 35126

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either party may specify by written notice delivered in accordance herewith.

7. Notwithstanding anything herein to the contrary, the City’s contract(s) with third parties for periodic or occasional debris removal is not restricted or inhibited by anything herein.

**IN WITNESS WHEREOF**, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF PINSON, ALABAMA**

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

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

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

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

\_\_\_\_\_  
Witness (as to Contractor) Its: \_\_\_\_\_

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