City of Daleville

P.O. BOX 188
Daleville, Alabama 36322
Phone: 334-598-2345
Fax: 334-598-5746

MAYOR
Jayme Stayton

CITY CLERK
Angelia Filmore

COUNCIL MEMBERS
Alan Souders
Kevin Turley
Katheryne Horace
Alicia Jo Reese
Jimmy Monk

December 20, 2024

Please find enclosed the Bid Specifications for Residential Solid Waste Collection Services for the City of Daleville.

Bids will be opened on Monday, January 13, 2024, at 2:00 pm at Daleville City Hall, 740 South Daleville Avenue, Daleville, Alabama 36322.

STATE OF ALABAMA
THE CITY of Daleville

BID SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES.

The following are bid specifications for competitively bid residential Solid Waste Collection Services in the City of Daleville, Alabama. All contractors who are interested in submitting bids shall follow the specifications and, if successful, should expect that a contract will be entered into between the Contractor and the City of Daleville which incorporates the following terms, conditions, and contract language:

1. SCOPE OF WORK: As of the Service Commencement Date and subject to the terms and conditions of this Contract, the City of Daleville (hereinafter "The City" or "City") grants to the Contractor the right, franchise, and obligation to provide residential solid waste collection services within the Collection Area. In accordance with the terms of this Agreement, the Contractor shall collect all Solid Waste of each residence in the Collection Area. The City agrees to use its best efforts to protect Contractor's rights under this Agreement.

2. TERM/TERMINATION: Unless renewed as provided herein or terminated as provided herein, the term of this Agreement shall be for an initial three (3) year period beginning on the Service Commencement date of **March 1, 2025** however, that this Agreement may be canceled as provided in Sec. 22-27-5(a) Code of Alabama, l975, as amended, upon finding by the Daleville Compliance Officer and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in the City of Daleville, Alabama.

3. OPTION TO RENEW: This Agreement shall be automatically extended for an additional term of three (3) years, under the same terms and conditions of this agreement unless written notice of intent to non-renew is sent by certified mail from one party to the other party stating intent to non-renew no less than 90 days (about 3 months) prior to the expiration date of the original contract. In event Contractor requires material changes in the terms and conditions of the extension, the contract term shall terminate and will be required to be publicly re-bid.

3a. CPI: Contractor shall be allowed to increase the contract price per customer by a percentage equal to the appropriate Consumer Price Index for the region at the beginning of year 2 and 3 of the contract and for each additional year if the contract is extended. Contractor shall submit data and calculations of the CPI increase requested to the Daleville Solid Waste Director for approval.

4. COLLECTION SERVICE: The Contractor shall collect and dispose of Solid Waste from each Residence in the Collection Area. Daleville has mandatory participation consisting of approximately 1,980 active customers at the time of the execution contract. Solid Waste shall be collected by the Contractor at curb side once per week. "Back Door" service will be provided at no additional charge to homebound and/or disabled persons upon request and with the approval of the Daleville Compliance Officer.

4a. Service Commencement Date: Actual Residential Service Collection shall begin on or about **March 1, 2025**.

5. ROUTES OF COLLECTION: Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time ask the City to approve changes in routes or days of collection, which approval shall not be unreasonably withheld.

6. HOURS: Collections shall be made in residential areas no earlier than 6:00 A.M., with no service on Sunday, except in the time of emergency or to maintain schedules due to Holidays. Confirmation of a state of emergency must be made by the City.

7. SPILLAGE AND LITTER: The Contractor shall not litter the premises in the process of making collections.

8. APPROVED CONTAINERS: Residential customers shall place all Solid Waste in an approved container. See Sec. 29 (Roll-out Cart Container)

9. EXTRA-ORDINARY MATERIALS: The Contractor shall have no obligation to collect or dispose of Excluded Waste. The rates set forth in this Agreement shall be for the collection of Solid Waste only, and the Contractor may reject any furniture or appliances unless they will fit into the 95-gallon (minimum) container.

10. COLLECTION EQUIPMENT: The Contractor shall always have on hand, in good working order, packer type equipment approved by the Health Department that permits the Contractor, adequately and efficiently, to perform its duties hereunder. Collection equipment may consist of either fully automated or semi-automated lift systems. Each vehicle shall have clearly visible on each side, the vehicle number and the Name and telephone number of the contractor.

10.1 HAULING: All refuse hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented.

ll. ANSWERING SERVICE: The Contractor shall, at its expense, maintain a toll free telephone number listed in the name in which it does business, and it shall be manned Monday through Friday, 8:00 a.m. to 5:00 p.m. for those who need to contact it and so that local residents or customers may register service complaints.

12. CONTRACTOR'S RELATION TO THE CITY: The Contractor is an independent Contractor and shall be in no respect, an agent, servant, or employee of the City. Contractor shall be required to pay all federal, state, and local sales taxes, license taxes, Social Security taxes and taxes of any kind which may be chargeable against the labor, material, equipment, or other necessary items in the performance of this Agreement.

13. MISSED GARBAGE: Missed garbage is defined as solid waste not collected within three working days of scheduled pick-up day. Contractor shall report all missed garbage to the City. The City shall report all missed garbage to the Contractor. Contractor shall be assessed liquidated damages for all missed garbage. As liquidated damages, the Contractor agrees to credit the City for each residential unit whose garbage was missed, the amount of $25.00, for each missed garbage occurrence. The City will deduct said amount from payment due the Contractor.

14. DISPOSAL: Solid Waste collected by Contractor shall be hauled to and disposed of at any Southeast Alabama Solid Waste Authority Transfer Station, unless otherwise instructed by The City in writing.

15. CHARGES AND RATES: For the collection of Solid Waste required to be performed under the terms of the contract, per customer Fee for collecting waste from all Residential Units within collection area for once per week pick-up using one Contractor provided, delivered and maintained roll-out container shall be a total of _____ per month **(BID AMOUNT TO BE INSERTED HERE**). Contractor shall collect solid waste from each residence within the collection area.
The City will direct the Contractor to the address of each account. The Contractor shall only allow shared service to all residential units that qualify for shared service in accordance with Alabama State Law. The City Compliance Officer shall review and approve all shared service requests.

15a. **FUEL ADJUSTMENTS**. The base price of diesel fuel for this contract is set for $_____ per gallon (established at the time of the contract execution). In the event of a sustained increase in the price of Gulf Coast diesel fuel as established by reference to the Energy Information Administration at www.eia.doe.gov. Contractor shall be entitled to an upward fuel cost surcharge in the amount of 3% of the contract base bid price for each whole $1.00 of increase. Likewise, in the event of a decrease in said fuel price the Contractor shall provide a rebate to the City in a like percentage for every whole $1.00 in decrease. Surcharges and rebates are to be calculated on Jan. 1st and July 1st of each year and the fuel price on that date shall be the amount used for adjustment calculations.

15b. **TIPPING FEE ADJUSTMENTS**. In the event the Solid Waste Authority legally increases the tipping fees for disposal of solid waste and the Contractor can demonstrate that it is adversely affected thereby, Contractor may apply to the City for a comparable increase in the bid price and the City shall not unreasonably deny same.

The contractor shall not make any additional charges to the residential units or to the City for providing any of the services included in this agreement other than those stated above.

16. COLLECTION LOCATION: All residences shall place household solid waste in furnished 95-gallon (minimum) roll-out carts at the curb side of the intersection of their private driveway or road and public thoroughfares. The container shall be placed at this location prior to the scheduled collection time and shall be readily accessible to the Contractor's personnel and collection vehicles. The Contractor shall not be responsible for missed containers that are not at the collection location at the scheduled time for collection.

17. BILLING AND PAYMENTS: The City of Daleville shall be responsible for billing the residential customers monthly. The City will pay the Contractor monthly. The Contractor shall be paid by the 15th day of the month for each billing cycle. It shall be the City's responsibility to collect all fees, including overdue fees and late charges. The Contractor shall continue to pick up garbage at delinquent residences until instructed otherwise by the Daleville Compliance Officer.

18. FEES: OMIT

19. NOTIFICATION OF CITY: The Contractor shall notify the City about complaints, complaint procedures, complaint resolutions, regulations, day(s) of collection, routes, route changes, holiday schedules, and any proposed changes, etc.

20. CONTRACTOR'S PERSONNEL: Daleville shall have the right to request the dismissal of any employee of the Contractor who has demonstrated conduct that is negligent, wanton, illegal or discourteous in the performance of his/her duties, however, nothing contained herein shall submit the City to liability for the actions of said employee or the failure to request such dismissal as all such personnel decisions shall ultimately be the sole responsibility of the Contractor. Contractor shall provide Equal Employment Opportunities as prescribed by law.

The Contractor shall provide adequate quantity of qualified and trained employees during the performance of their services as outlined in this Agreement.

21. STANDARD OF PERFORMANCE: In the event the Contractor continues to collect household solid waste but fails to completely comply with the provisions of the Agreement, then the following steps will be taken:

(A) The City shall give the Contractor notice in writing sent by Certified Mail, outlining all correctable deficiencies or breaches of contract. A thirty (30) day period will be given the Contractor to correct these deficiencies and regain compliance with the contract to the satisfaction of the Daleville Compliance Officer.

(B) In the event the deficiencies are not corrected within the Thirty (30) day period as outlined in sub-paragraph (a), the City shall have the right to cancel and terminate this contract. Whether or not the deficiencies have been

corrected and compliance regained is to be left to the absolute discretion of, and to be a joint decision of, the Daleville Compliance Officer and the State Health Department, jointly, without liability of its members in making such determination.

(C) Due to the nature of the business to be conducted under the contract and health concerns associated with the failure to collect household garbage, should Contractor cease the full or partial collection of residential solid waste for any reason and for any length of time, the City shall have the right under emergency circumstances to immediately suspend or cancel the contract and enact measures to assume Contractor's obligations by in-house collection of solid waste for its customers or to employ other persons, firms or corporations to service its customers. In the event of the cessation of collection by Contractor and the emergency assumption of Contractor's obligations by the City, notwithstanding any other provisions of the contract, Contractor shall be liable for all damages incurred to the City by reason thereof.

22. BANKRUPTCY: It is agreed that if the Contractor files for bankruptcy, either voluntarily or involuntarily, then the City may terminate the Contract effective on the day and at the time the bankruptcy petition is filed.

23. COMPLIANCE WITH LAWS: The Contractor shall conduct operations under the Contract in compliance with all applicable federal, state, or local laws, rules and regulations regulating solid waste collection and disposal.

24. ILLEGAL PROVISIONS: Refer to paragraph 39.

25. PERMITS AND LICENSES: The Contractor shall obtain at its own expense all permits and licenses required by law, regulation, or resolution, and maintain same in full force and effect.

26. PERFORMANCE BONDS: The Contractor shall furnish to the City a Performance Bond in the principal amount of $_____ (annual contract amount) for the faithful performance of the Contract and all obligations arising hereunder. The Performance Bond shall be executed by a surety company licensed to do business in the State of Alabama and The City shall be named as the entity to be indemnified.

27. WORKER'S COMPENSATION INSURANCE: The Contractor shall provide and maintain for the life of the Contract, Worker's Compensation Insurance, in accordance with laws of the State of Alabama, for all its employees. A Certificate of insurance shall always be filed with the City by the insurance carrier showing such insurance to be in force.

28. LIABILITY INSURANCE: The Contractor shall provide and maintain during the life of the Contract, Liability and Property Damage Insurance and Umbrella Coverage in the following amounts, to protect itself, its agents, its employees, and the City from claims for damages for personal injury, including wrongful death and property damage that may arise from operations under this Contract, whether such operations are performed by itself or its employees. The

policy or policies shall name the City as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without the expressed written consent of the City. The previously mentioned insurance shall be written by companies authorized to do business in the State of Alabama:

Public Liability - $1,000,000 each occurrence

BI/Property Damage - $l,000,000 each occurrence

Umbrella Liability - $2,000,000 per each occurrence

A Certificate of insurance shall always be filed with the City by the insurance carrier showing such insurance to be in force and the City and its officers and agents shall be named as an additional insured.

29. ROLL-OUT CART CONTAINER: Contractor shall provide and deliver One (1) new or like new approved 95-gallon (minimum) cart per customer made of heavy duty, rotational molded, medium density plastic, compatible with automated and semi-automated lift systems. Containers shall contain no inscriptions or identifying markings or names other than those approved by City in advance of distribution. The City is not responsible for delivering and/or maintaining said containers. At the conclusion of this contract, or the extension thereof, all containers furnished to customers shall remain the property of the contractor.

29.1. CART DELIVERY AND MAINTENANCE: Each **new** customer will be provided one (1) new approved 95-gallon (minimum) cart within ten (10) working days of receiving notice of new account. Contractor shall repair or replace damaged containers within ten (10) working days of receiving notice of said damage. If the containers remain undelivered, unrepaired or unreplaced, then the Contractor shall be assessed liquidated damages, which the Contractor agrees to credit the City, for each residential unit so affected in the amount of $25.00, and $25.00 for each following month the container remains undelivered or unrepaired or unreplaced. Damage is defined as anything rendering the container unusable as to its intended use (i.e., lids, wheels, etc.). The City currently owns containers which contractor may utilize if they are in like new condition.

30. EFFECTIVE DATE: The Contract shall become effective and shall be binding on the date it is executed; however, the 3-year term of the contract shall begin on the service commencement date.

31. HOLIDAYS: Contractor may observe the same holidays as the Southeast Alabama Solid Waste Authority. If Contractor wishes to collect Solid Waste on days that the Southeast Alabama Solid Waste Authority observes a holiday, Contractor, at its option, may collect solid waste on observed holidays or reschedule holiday pick-up within the same week the holiday falls. The Contractor shall provide advanced notification to all active customers of any schedule changes by placing notification on each container one week prior to scheduled change in service.

32. INDEMNITIES: The City's Indemnification. Contractor does hereby indemnify and hold the City harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney's fees incurred or caused solely by the negligent acts of Contractor or its officers, agents or employees during the term of this Agreement or any misrepresentation by the Contractor or breach of this Agreement.

Contractor's Indemnification. The City, insofar as allowed by law, does hereby indemnify and hold the Contractor harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney's fees incurred or caused solely by the negligent acts of The City or its officers, agents or employees during the term of this Agreement or any misrepresentation by The City or breach of this Agreement.

33. SOLID WASTE PLAN: The City represents and warrants that: (a) this Agreement is in accordance with the Solid Waste Management Plan for the City, (b) notwithstanding anything in said plan to the contrary or any other resolution of the City, in the event Regional Planning or the Alabama Department of Environmental Management shall determine that such Solid Waste Management Plan is inconsistent with this Agreement or otherwise defective, then the City does hereby amend its current Solid Waste Management Plan, and (c) that the City will not amend its plan in any manner which is inconsistent with this Agreement without the prior written consent of the Contractor.

34. REPRESENTATIONS: The City makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a)It has the power and authority to enter the Transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder;

(b)The execution and delivery of this Agreement on its part has been duly authorized by a resolution duly adopted by its governing body and by all other necessary actions.

The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) The Contractor is a corporation organized under the laws of the State of Alabama and has the power to enter and to perform and observe the agreements and covenants contained in this Agreement; and,

(b) The Contractor has the power to fulfill and carry out the provisions of this Agreement; and,

(c) The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.

35. NOTICES: All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, telecopy, overnight courier or by registered mail or certified United States mail, return receipt requested, unless otherwise noted in this Agreement, addressed as follows:

To the City: The City of Daleville
Attention: Mayor
740 South Daleville Ave.
Daleville, AL. 36322

To the Contractor: _____

_____

_____

Change of address of either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, return receipt requested, as provided, unless otherwise noted in this Agreement.

36. ASSIGNMENT: Neither Party shall assign or transfer, or permit the assignment or transfer of, this Agreement or any rights hereunder, without the prior written consent of the other party.

37. FORCE MAJEURE: In the event either party to the contract is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then the obligations of that party shall be suspended during the continuance of any inability so caused by the event of Force Majeure, but for no longer period. The party affected will, to the extent that it may lawfully do so, use its reasonable best efforts to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreement and covenants hereunder. Any time that either party intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, said party shall notify the other party as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

38. INDEPENDENT CONTRACTOR; NO AGENCY: Contractor will act hereunder as an independent contractor and not as an agent of the City. Similarly, the City is not an agent of Contractor and is not empowered or authorized to obligate Contractor in any way.

39. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

40. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Venue shall be Dale County, Alabama.

41. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the City and Contractor, and cancels and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

42. SURVIVAL: All obligations hereunder, for the payment of money or otherwise, shall survive the termination of this Agreement until satisfied, discharged, or waived.

43. DEFAULT; REMEDIES: Except as otherwise provided herein, and in addition to the terms stated in Para. 21 above, if either party breaches any of the material provisions of this Agreement and remains in default for a period of thirty (30) days after receiving written notice setting forth a detailed description of such default from any other party, unless a longer period of time is required to cure such breach and the party breaching or defaulting shall have commenced to cure such breach within said thirty (30) day period and pursues diligently to completion thereof, any other party may, at its option (I) terminate this Agreement as of any date which the said other party may select, provided said date is at least thirty (30) days after the end of the thirty (30) day period in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching party, or (iii) have recourse to any other right of remedy to which it may be entitled by law or at equity, including, but not limited to, specific performance, injunction or the right to recover all damages or loss suffered as a result of such permit cancellation, breach or default.

The above stated terms and conditions form the bid specifications upon which interested contractors should base their bid. The bidding process will be conducted under the Public Works Agreement Law of the State of Alabama. The bids must comply specifically with said laws and specifications and bids will be opened publicly by the City Council at such time is set by the City Council office. A Bid Bond with proper sureties in the amount of $10,000 shall accompany the Contractor's bid proposal. The failure to provide a Bid Bond or the submission of an insufficient Bid Bond, shall cause the Bid to be rejected. Upon the

execution of the contract a Performance Bond with adequate sureties in the amount of the annual contract price total shall be required. Prospective bidders may obtain the date and time of such bid opening from the City Clerk's office and any other information required, including information on the bonds. The City reserves the right to reject all bids in its discretion.

THE CITY of Daleville, Alabama