

City of Homewood, Alabama

INSTRUCTIONS TO BIDDERS

RESIDENTIAL RECYCLING COLLECTION AND DISPOSAL

1. **Receipt and Opening of Proposals**

The City of Homewood (hereinafter referred to as the "City") invites and will receive proposals on the forms attached hereto from bidders, all information on which must be appropriately completed. The City will receive proposals at the Office of the Chief of Staff in Homewood City Hall, 2850 19th Street South, Homewood AL 35209 until 4:30 p.m., on December 18, 2017. Bids will be opened at 5:00 p.m. on December 18, 2017 at a meeting of the Homewood Finance Committee of the City of Homewood at Homewood City Hall. The bidder submitting proposals must submit sealed envelopes containing the proposals addressed to The City of Homewood and plainly marked "Proposal for Residential Recycling Collection and Disposal."

2. **Preparation of the Proposal**

Bidders must submit proposals on the attached Proposal for Residential Recycling Collection on the form attached as Exhibit C. Bidders shall give the amount of bids for work in both words and figures and sign the proposal. The Proposal Form, together with appropriate schedules, must be completed in full, and written in ink or typewritten.

If a bidder desires to alter a unit price or a lump sum already entered on the proposal form, it shall cross out the unit price or lump sum with ink and enter the new unit price or lump sum bid above or below it, initialed by the bidder in ink.

The proposals received will be compared on the basis of the unit pricing amounts bid, for services requested.

Each bidder must submit the proposal, together with appropriate schedules, in a sealed envelope bearing on the outside the name of the bidder, its address, and plainly marked "Proposal for Residential Recycling Collection and Disposal." If forwarding by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal. The City may consider as unresponsive any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all proposals.

A bidder may withdraw a proposal before the scheduled time for the opening of proposals or authorized postponement thereof. The City will not consider any proposal received after the time and date specified above.

3. **Proposal Security and Evidence of Insurance**

Each proposal must be accompanied by a bid bond or a certified check of the bidder, in a sum equal to 10% of the first 12 month's contract value as a guarantee on the part of the

bidder that it will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may be mutually be agreed upon by the City and the selected bidder), to do the work covered by such proposal and at the rates stated therein and to furnish a corporate surety as specified in Section 5 below. Checks and bonds will be returned promptly after the City and the selected bidder have executed the contract, or, if no bidder's proposal has been selected within thirty (30) days after the date of the opening of proposals, or upon demand of the bidder at any time thereafter, so long as it has not been notified of the acceptance of its proposal.

Each proposal must also be accompanied by a sample certificate of insurance evidencing the coverage set forth in Section 11.00 of the Terms and Conditions.

4. **Liquidated Damages for Failure to Enter into the Contract**

The bidder to whom the contract shall have been awarded will be required to execute two (2) copies of the contract on such form as may mutually be agreed upon by the City and the selected bidder, and to furnish insurance certificates, as required in Section 11.00 of the Terms and Conditions. In case of the bidder's refusal or failure to do so within thirty (30) days after its receipt of formal notice of award, bidder will be considered to have abandoned all rights and interests in the award, and the bidder'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 bidder or the work re-advertised for proposals as the City may elect. Such forfeited security shall be the sole remedy of the City.

5. **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.

6. **Scope of Work**

The work under the contract shall consist of the items contained in the proposal, including all incidentals necessary to fully complete said work in accordance with the contract documents.

7. **Conditions**

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 Terms and Conditions.

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

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 its proposal or to the contract. The City shall make all such documents available to the bidder.

The bidder shall make its own determination as to conditions and, except as provided in the Terms and Conditions or contract, 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.

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. Addenda and Explanations

Explanations desired by a prospective bidder shall be required 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 of Homewood, 2850 19th Street South, Homewood AL 35209. Any verbal statements regarding same by any person prior to the award shall be unauthorized and not binding.

Addenda issued to bidders before the date of receipt of proposals shall become part of the contract documents. All proposals shall include the work described in the Addenda.

No inquiry received within three (3) days of the date fixed for the submission and opening of proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, or sent via electronic mail with a response required of the bidder representative upon receipt to all prospective Companies (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of proposals.

9. Name, Address, and Legal Status of the Bidder

The proposal must be properly signed in ink, notarized, and the primary address of the bidder given. The legal status of the bidder, 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 list the state in which it is incorporated.

A partnership bidder shall give full names of all partners. Partnership and individual bidders will be required to state in the proposal the names of all persons interested therein.

The primary place of residence of each bidder, or the office address in the case of a firm or company, with country and state and telephone number, must be given after the applicable signature.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture partner shall execute the proposal.

Anyone signing a proposal as an agent of another or others must submit with his/her proposal evidence of his/her authority to do so.

10. Competency of bidder

The opening and reading of the proposal 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.

The City shall require submission with the proposal of 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:

- (a) A copy of the latest available financial statement of the bidder (or its ultimate parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by an officer of the bidder or by an independent certified public accountant. If the bidder is a subsidiary of a publicly traded company, the bidder need only provide a copy of the latest financial statements of its ultimate parent company that have been previously filed with the United States Securities and Exchange Commission.
- (b) Evidence that the bidder is in good standing under the laws of the State of Alabama.
- (c) Evidence that the bidding entity has at least six years of experience providing municipal recycling curbside collection and disposal in the State of Alabama for a municipality of similar size to the City of Homewood.

If the City requires additional certified supporting data regarding the qualifications of the bidder in order to determine whether it is a qualified responsible bidder, the bidder may be required to furnish any or all of the following information sworn to under oath:

- (a) Evidence that the bidder is capable of commencing performance as required in the contract documents.
- (b) Evidence, in form and substance satisfactory to the 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.
- (c) Evidence, in form and substance satisfactory to the City, that bidder's experience as a going concern in recyclable materials collection and disposal derives from operations of comparable size to that contemplated by the contract documents.

- (d) Such additional information as will satisfy the City that the bidder is adequately prepared to fulfill the contract.

11. **Disqualifications of Bidder**

Although not intended to be an exhaustive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the bidder and the rejection of its proposal:

- (a) Evidence of collusion among bidders.
- (b) Lack of competency as revealed by either financial statements, experience, or equipment statements as submitted or other factors.
- (c) Lack of responsiveness to the proposal requirements as judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform or poor performance under a previous municipal contract as determined via reference checks with other municipalities.

12. **Basis of the Proposal**

Proposals for residential recycling collection and disposal are solicited on the basis of the work proposed in the specifications. Qualified proposals will be compared on the basis of the rates proposed. The rates, as written out numerically in the proposal, shall govern.

13. **Method of Award**

The City reserves the right to accept or reject any and all proposals, and to waive any informalities in proposals, and to select the proposal or proposals that, in the opinion of the City, shall be the most qualified on the basis of price, conformity, financial responsibility, bidder reputation and achievements, technology, legal responsibilities and other relevant factors. In particular, any alteration, erasure, or interlineations of the contract documents and the proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City. The City intends that the Contract shall be awarded within seven (7) days following the date that proposals are publicly opened and read.

14. **Alabama Immigration Law Compliance Requirements**

- a) 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.

- b) 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 a copy of its E-Verify Memorandum of Understanding and such other documentation as CITY may require to confirm Vendor's enrollment in the E-Verify Program and shall allow the CITY to inspect its records to confirm such compliance.
- c) 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 CITY 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 CITY.
- d) To the fullest extent permitted by law, Bidder/Vendor shall defend, indemnify and hold harmless CITY 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.
- e) 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 CITY 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, it will be deemed that you have accepted the terms even if you fail to sign and return the Agreement.

EXHIBIT A
TERMS AND CONDITIONS

1.00 Definitions

The following terms shall have the meanings hereinafter given:

1.01 City – City of Homewood, Alabama.

1.02 City Facilities – shall mean the specific buildings, recreational complexes and similar complexes specifically listed and identified with the location and number of containers on Exhibit B.

1.03 Containers – Sizes and types as bid by Contractor for the receptacle of Recyclable Materials. Containers must be constructed of plastic or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors.

1.04 Contract – The Contract shall mean the Residential Recycling Collection and Disposal Contract entered into between the selected bidder and the City.

1.05 Contract Documents – The documents described in Section 2 of the Contract.

1.06 Contractor - The person, corporation, partnership, or other entity performing Recyclable Materials collection and disposal under Contract with the City.

1.07 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. 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.

1.08 Materials Recovery Facility or MRF – The City’s facility or other approved facility that receives, separates and prepares Recyclable Materials for marketing to end-user manufacturers.

1.09 Producer - An occupant of a Residential Unit who generates Recyclable Materials.

1.10 Residential Unit -

(a) A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

(b) A condominium or apartment dwelling within the corporate limits of the City, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.11 Residents - mean the person or group of persons occupying a Residential Unit.

1.12 Recyclable Materials –The following items generated by a Producer at a Residential Unit will be collected as acceptable recyclable materials and taken to an approved Materials Recovery Facility:

1. PET plastics #1 and HDPE #2 plastics
2. Aluminum cans
3. All clean/dry fibers out of the household (newspaper, inserts, magazines, cardboard, junk mail)
4. Metal cans

Recyclable Materials may include such other acceptable recyclable materials as mutually agreed upon in writing by the City and the Contractor. Recyclable Materials shall specifically exclude Hazardous Waste.

Proceeds for Recyclable Materials will be the property of the Contractor.

2.00 **Scope of Work**

The work under the Contract consists of furnishing all supervision, containers, labor, tools, equipment, materials, supplies, and services to perform all work and services necessary to satisfactorily collect all acceptable Recyclable Materials, every other week, from Residential Units located within the corporate limits of the City during the term of the Contract, and transport same to an approved MRF, and perform all other work or services incidental to such Recyclable Materials collection and hauling services. The City will require the Contractor to implement an incentive and rewards program during the term of the Contract. The incentive program will reward only Residents participating in the recycling services.

2.01 Storms and Other Disasters - Except for the City's obligation to pay amounts (if any) due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, labor stoppages, riots, terrorist acts, compliance with applicable federal, state or local laws or regulations ("Applicable Laws") or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of the Contract, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter. In case of a storm or other disaster or other acts of God where it is necessary for the Contractor to perform services beyond the scope of the Contract, the Contractor and the City shall negotiate the amounts to be paid to the Contractor.

3.00 Type of Collection

3.01 Service Provided

- a) Contractor shall provide automated curbside collection service for the collection of Recyclable Materials to each individual Residential Unit one (1) time every other week. Containers shall be placed at curbside by 7:00 a.m. on the designated collection day.
- b) The City may request a service proposal in the future to also incorporate other solid waste collection services to compliment Contractors Recyclable Material collection services.
- c) At no additional charge to the City, collection of Recyclables Materials only from City facilities listed on Exhibit B.

3.02 Location of Recyclable Materials for Collection

(a) Each Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Each Container shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practical to an access point for the collection vehicle. Contractor may decline to collect any Container or any Recyclable Materials not in a proper Container.

4.00 Operation

4.01 Hours of Operation - Recyclable Materials collection shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection - Collection routes shall be established by the Contractor.

4.03 Holidays - The following shall be holidays for purposes of the Contract:

- New Year's Day
- Labor Day
- Martin Luther King Day
- Thanksgiving Day
- Memorial Day
- Christmas Day
- Independence Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holidays, but such decision in no manner relieves Contractor of its obligation to provide collection service at least once every other week.

- 4.04 Complaints - All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Residential Recyclable Materials not collected within 24 hours after complaint is received by Contractor.
- 4.05 Collection Equipment - The Contractor shall provide an adequate number of automated vehicles for recycling collection services. All vehicles and other equipment shall be kept in good repair (ordinary wear and tear excepted), appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.06 Office - The Contractor shall provide an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.
- 4.07 Hauling - All Recyclable Materials hauled by the Contractor pursuant to the Contract shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented.
- 4.08 Disposal - All Recyclable Materials collected by the Contractor pursuant to the Contract shall be hauled to a licensed MRF. The disposal charge shall be included in the rate set forth in the proposal for each Residential Unit serviced by the Contractor and shall include all surcharges, tipping, or other fees imposed by an local, state, or federal government.
- 4.09 Notification - The City shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Recyclable Materials collection.
- 4.10 Point of Contact - All dealings, contacts, etc. between the Contractor and the City shall be directed to the General Manager, Operations Manager or Municipal Marketing Manager, as the Contractor's representative, and _____, as the City's representative.
- 4.11 Reports - The Contractor shall provide the City with such reports and/or documents as may be required for documentation/submission to various regulatory boards or agencies. At a minimum, reports will be due on the 10th working day of each month. City will provide Contractor with total residential units. The Contractor shall provide the following monthly reports:
- Monthly tonnage of collected recyclables
 - Reward use volumes (once the incentive rewards program has commenced)
 - Other data that the City and Contractor mutually agree upon.
- 4.12 Operations - All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, storage, or disposal of materials shall be made upon the City's privately owned

premises. The Contractor shall conduct its operation so as to interfere as little as possible with the public use of roads, walks, and entrances to houses.

4.13 **Recycling Incentive Program** –Contractor will be responsible for providing an education and incentive program to the residents to encourage participation in the Recycling Materials collection program. Contractor will provide the terms of their program in their bid proposal.

5.00 **Compliance with Laws**

The Contractor shall conduct operations under the Contract in compliance with all Applicable Laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. Any change in law that results in increased costs to the Contractor, which may include but not be limited to taxes, state fees or other requirements shall be passed on directly to the City's participating residents.

6.00 **[Intentionally deleted].**

7.00 **Nondiscrimination**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8.00 **Indemnity**

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees, in each case, to the extent caused by Contractor's negligent performance of services under the Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of the award of the Contract or a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

9.00 **Licenses and Taxes**

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

10.00 **Term**

The term of the Contract shall be three (3) years from _____, 2017 through _____, 2020. The term of the Contract shall automatically renew for successive three (3) year periods unless either party provides notice to the other party at least 90 days before the end of the current term.

11.00 **Insurance**

The Contractor shall at all times during the Contract maintain in full force and effect the following types of insurance in at least the limits specified below by insurers reasonably

acceptable to the City. Before commencement of work hereunder, the Contractor agrees to furnish the City certificates of insurance reasonably satisfactory to the City evidencing that such insurance has been procured and is in effect.

Workers' Compensation

Coverage A	Statutory
Coverage B – Employer’s Liability	\$ 1,000,000 each Bodily Injury by Accident \$ 1,000,000 policy limit Bodily Injury by Disease \$ 1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$ 5,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles
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Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$5,000,000 each occurrence \$5,000,000 general aggregate \$5,000,000 products/completed operations aggregate
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Upon City’s request, Contractor shall furnish City with a certificate of insurance, not policy copies, evidencing that such coverage are in effect. Such certificate: (i) shall also provide for 30 days prior written notice of only cancellation to the City; (ii) shall show (but not “name”) City as an additional insured, but only to the extent of the Contractor’s negligence; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker’s Compensation policy) except with respect to the negligence or willful misconduct of City.

12.00 Basis and Method of Payment

12.01 Rates -

- (a) For collection and hauling services required pursuant to Section 3.01(a) the charges shall not exceed the rates set forth on Exhibit C, as adjusted in accordance with Section 12.02.

12.02 Modification to Rates -

- (a) At the end of each twelve (12) month interval throughout the Contract, there shall be an automatic price adjustment based on the Consumer Price Index. The Consumer Price Index All Cities as published by the U.S. Bureau of Labor Statistics (“CPI”) for the prior calendar year shall constitute a base Consumer Price Index. On an annual basis, the parties also agree to negotiate pricing based on changes specifically relating to the costs of fuel, steel, or disposal prices increase beyond the CPI. In the event Contractor and the City agree upon a cost increase due to fuel, steel or disposal price increases, then in such year Contractor will only be allowed to increase its rates by seventy-five percent (75%) of the CPI if the City allows the Contract to offset fuel or steel costs
- (b) Contractor may incorporate a variable fuel recovery fee with the City’s approval.

(c) In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites; an increase in the number of residential units such as growth or annexation; and for other reasons.

12.03 City to Act as Collector - The City may submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to the Contract.

12.04 Contractor Billing to City - The Contractor shall bill the City by the first of each month. The City agrees to pay Contractor's invoices within 30 days after the date of the invoice.

13.00 Transferability of Contract

Other than by operation of law, 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, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the Contractor. Notwithstanding the foregoing, Contractor may assign the Contract without the consent of the City to an affiliate of Contractor, to any person or entity that purchases any operations from Contractor, or as a collateral assignment to any lender to Contractor or any of its affiliates.

14.00 Exclusive Contract

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide Recyclable Materials collection, removal, and disposal services from Residential Units within the corporate limits of the City.

15.00 Ownership

Title to Recycling Materials shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Residential Unit, whichever last occurs. Title to and liability for any Hazardous Waste shall remain with the Producer and shall at no time pass to Contractor.

16.00 Responsibility for Equipment

Any equipment Contractor furnishes shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City shall indemnify, defend and hold Contractor harmless for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of Producer's, agent's, other supplier's or guest's use, operation or possession of the equipment. Producer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by Producer's overloading or failure to provide such access.

17.00 Damage to Pavement

Contractor shall not be responsible for any damages to City's or Producer's property or equipment located adjacent to the collection receptacles, nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing service at any location.

18.00 Attorneys' Fees; Disputes

The Contract shall be interpreted and governed by the laws of the state where the work is performed. Any dispute not resolved by negotiation between the parties shall be submitted to the courts in such jurisdiction. If any litigation is commenced under the Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

19.00 Severability

If any one or more provisions of the Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of the Contract shall not be affected thereby.

20.00 Waiver

The failure of either party at any time to require performance by the other of any provision of the Contract shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of the Contract be taken or held to be a waiver of any further breach of the same provision or any other provision.

21.00 Termination

The Contract may be terminated at any time by mutual agreement of the parties, given proper notice is given for a timely transition to a subsequent contractor.

22.00 Headings

All headings and captions used in the Contract are for convenience of reference only and shall not affect the interpretation of the Contract.

EXHIBIT B
CITY FACILITIES

Contractor will provide free recycling cart service for the following facilities: Central Park, Lee Community Center, West Homewood Park, Soccer Park, Senior Center, and City Hall.

Contractor will provide free commercial front-end loader service at Homewood City Schools.

EXHIBIT C
PROPOSAL FOR RECYLCING SERVICES

Rate for the collection of Recyclable Materials:

(a) Unit price per month for year 1 of Contract \$ /Residential Unit minimum

Specifications of Containers to be provided by bidder:

Terms of bidder's proposed education and incentive program to the residents to encourage participation in the Recycling Materials collection program:

EXHIBIT D

RESIDENTIAL RECYCLING COLLECTION AND DISPOSAL CONTRACT

THIS RESIDENTIAL RECYCLING AND DISPOSAL CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2017 (the "Effective Date"), by and between the City of Homewood, Alabama (hereinafter called the "City"), and _____

WITNESSETH:

WHEREAS, the Contractor did on the _____ day of _____, 2017, submit a proposal to provide Residential Recycling Waste Collection and Disposal within the City and to perform such 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 of Homewood, Alabama and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential Recycling Waste Collection and Disposal services as specified and to perform all work called for and described in the Contract Documents.
2. The "Contract Documents" shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - (a) The Contractor's Proposal.
 - (b) The Terms and Conditions attached as Exhibit A to this Contract.
 - (c) The Resolution of the City or Solid Waste Authority ordering or authorizing the work and services contemplated herein.
 - (d) This instrument.
 - (e) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor and the City. 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) 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 (defined in the Terms and Conditions). 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 agent, hereto affix our signatures and seals on this _____ day of _____, 2017.

CITY OF HOMEWOOD, AL

ATTEST:

By _____

Printed Name

Title

CONTRACTOR

ATTEST:

By _____

Printed Name

Title

BID BOND

THE BIDDER FURTHER DECLARES THAT ACCOMPANYING THIS PROPOSAL IS A CERTIFIED CHECK OR SATISFACTORY BID BOND IN THE SUM OF FIVE PERCENT (5%) OF THIS PROPOSAL, AND IT IS HEREBY AGREED THAT IN CASE OF WITHDRAWAL OF THIS PROPOSAL WITHOUT THE CONSENT OF THE OWNER WITHIN SIXTY (60) DAYS AFTER THE BID OPENING, OR THAT IN CASE OF FAILURE ON THE PART OF THE UNDERSIGNED TO EXECUTE THE CONTRACT AS AFORESAID AND TO DELIVER SAME AND THE REQUIRED SECURITY FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT, (EXECUTED IN THE FORM ANNEXED HERETO) TO SAID OWNER WITHIN TEN DAYS FROM THE DATE OF A NOTICE OF ACCEPTANCE OF THIS PROPOSAL IS GIVEN TO THE UNDERSIGNED PERSONALLY, OR BY MAIL TO BE ADDRESSED AS HEREIN STATED, THEN THE UNDERSIGNED BIDDER WILL BE DEEMED TO HAVE ABANDONED THE CONTRACT, AND THEREUPON THE AMOUNT OF SUCH CHECK OR BOND SHALL BE ABSOLUTELY DUE AND PAYABLE THEREUNDER TO THE OWNER.

INDIVIDUAL OR
FIRM NAME OF BIDDER: _____

BY: _____

TITLE: _____

BIDDER'S ADDRESS: _____
CITY STATE ZIP CODE

BIDDER'S STATE LICENSE NO.: _____

NOTE:

IF THE BIDDER IS A CORPORATION, GIVE THE FOLLOWING INFORMATION:

STATE IN WHICH IT IS INCORPORATED: _____

ADDRESS OF PRINCIPAL OFFICE: _____

NON-COLLUSION AFFIDAVIT

STATE OF: _____ PROJECT: _____

COUNTY OF: _____ LETTING DATE: _____

I hereby certify that _____
(Name of contracting firm)

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

SIGNED: _____
(Name of contracting firm)

BY: _____

Sworn to and subscribed before me this _____ day of _____ 200_

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

(SEAL)

NOTE: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bid form.

FAILURE TO EXECUTE THIS AFFIDAVIT
SHALL BE CAUSE FOR REJECTION OF THIS BID.

**FAILURE TO EXECUTE THIS AFFIDAVIT
SHALL BE CAUSE FOR REJECTION OF THIS BID.**

NON-COLLUSION AFFIDAVIT

STATE OF: _____ PROJECT: _____

COUNTY OF: _____ LETTING DATE: _____

I hereby certify that _____
(Name of contracting firm)

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

SIGNED: _____
(Name of contracting firm)

BY: _____

Sworn to and subscribed before me this _____ day of _____ Year _____

(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

(SEAL)

NOTE: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bid form.

**FAILURE TO EXECUTE THIS AFFIDAVIT
SHALL BE CAUSE FOR REJECTION OF THIS BID.**