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

PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

INVITATION TO BID

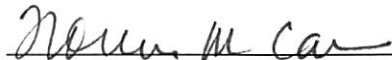
Residential Solid Waste Collection and Disposal

Bid Date: August 12, 2022	Bid Number: 51100-22B-021	Return Quotation By: September 1, 2022 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

The Montgomery County Commission reserves the right to award this bid on an all or none basis, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Khristie Davis, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1267.


Florence M. Cauthen
County Administrator/Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Late bids will not be opened.
4. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
5. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
6. Bidders must attach to bid a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. **If bidder is not required to have a City of Montgomery Business license or a Montgomery County business license, bidder must specify why license is not required.**
7. Bidders having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County. In addition, the Montgomery County Commission reserves the right to award the contract to a local responsible bidder if the bid is within 10% of a foreign entity's bid, per Alabama Act 2015-293. A foreign entity is a business that does not have a place of business within the State of Alabama.
8. The contract period is three (3) years beginning the date of award and shall be automatically renewed for successive three (3) year terms unless cancelled by either party upon written notice by certified mail given ninety (90) days before the expiration of initial or renewal term.
9. The anticipated start date of the contract is October 1, 2022.
10. Vendor shall secure and maintain the following insurance requirements throughout the duration of the contract:

Comprehensive General Liability

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

Business Automobile Liability

\$1,000,000 – Bodily injury and property damage combined coverage

Any automobile including hired, non-owned, and employee owned vehicles, each occurrence

Worker Compensation and Employers Liability

\$1,000,000 – Minimum

Umbrella Coverage

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

11. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
12. If a bidder desires to protest a bid, a formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest, or it will not be accepted.

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

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

13. The selected bidder agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful bidder agrees to investigate, handle, respond to, provide defense

for and defend any such claims, demand, or suite at its sole expense. The successful bidder also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

14. The selected bidder affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. 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.
15. The Montgomery County Commission is committed to increase participation by Minority and Women-Owned Businesses (M/WBs) in the procurement process in Montgomery County; to ensure equal opportunity for M/WBs to participate in the procurement process; to prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and to achieve a minimum of 30% participation by M/WBs in the contracting and bidding process in Montgomery County.
16. Montgomery County Commission may review bidder's qualifications and references as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request.
17. Montgomery County Commission reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
18. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County Commission will not award the bid on the basis of the low bid only.
19. Quality, conformity with specifications, terms of delivery, past service history, and experience are among factors that may be considered in determining the lowest responsible bidder.
20. Montgomery County Commission reserves the right to award the bid in any manner that is in the best interest of the County.

Montgomery County Commission is accepting bids from professional and experienced sanitation companies to provide residential solid waste collection and disposal services of non-hazardous and non-infectious waste for the residences located in the political subdivision of Montgomery County, outside the corporate city limits of any municipality. Currently, approximately 3,300 customers are being served within Montgomery County.

Qualifications and Requirements

1. Bidders must furnish the following information with their bid submittal:
 - A. An itemized list of the equipment to be used for this contract.
 - B. A copy of the latest available certified financial statement.
 - C. Evidence of good standing under the laws of the State of Alabama and in the case of corporations organized under the laws of any other State, evidence that the bidder is licensed to do business and in good standing under the laws of the State of Alabama or a sworn statement that it will take all required action to become so licensed if bid is awarded.
 - D. Evidence that the bidder has all required licenses required to do business in Montgomery County or shall provide a sworn statement that it will take all necessary action to become so licensed if bid is awarded.
 - E. Evidence that the bidder and/or its principle predecessor has been in the residential collection and disposal business and has successfully operated a residential disposal business for a minimum of four (4) years.
 - F. A certificate of insurance attesting that bidder has obtained and has in effect the required insurance. Certificate(s) will further attest that Montgomery County is named as an additional insured on all policies and that the insured will not cancel or materially change the insurance coverage without first giving the County a written ninety (90) day notice. The insurance company providing coverage shall have at least an AM Best rating of "A".
 - G. A performance bond or irrevocable bank letter of credit for the faithful performance and obligations arising out of this bid in the amount of five hundred thousand dollars (\$500,000.00). Performance bond shall be executed by a surety company licensed to do business in the State of Alabama. A letter from the bonding company or bank shall be attached to the bid stating that the bidder can obtain said performance bond or letter of credit. The bonding company will be responsible for bidder's default in the event the Montgomery County Health Officer determines that the contract should be canceled in accordance with section 22-27-5(a) Code of Alabama, 1975. The surety company providing coverage shall have at least an AM Best's rating of "A".

- H. Documentation of E-Verify enrollment.
 - I. Landfill location(s), copies of permit(s) and a ten (10) year capacity assurance.
2. Awarded vendor must be licensed and permitted to transport and dispose of non-hazardous and non-infectious solid waste, including special waste from the Montgomery County Health Department prior to starting services and maintain such license(s) and permit(s) during the contract.
 3. Bidder must be environmentally liable.
 4. Awarded vendor shall comply with all federal, state and local laws, rules, regulations, ordinances, and permit conditions, including but not limited to all applicable solid waste legislation of the State of Alabama, all rules and regulations of Montgomery County Health Department and the Federal Motor Carrier Safety Regulations issued by the U.S. Department of Transportation, Federal Highway Administration including Sections 325, 383, 385, 386, 387, 390, 397, and 399, irrespective of the number of drivers employed or hired by the bidder.
 5. Awarded vendor will guarantee that disposal will be in compliance with all County, State and Federal rules and regulations.
 6. Awarded vendor shall provide a legal method of notifying the proper entity of any hazardous and/or infectious waste which needs to be disposed according to the laws, rules and regulations required by various governmental agencies.
 7. Awarded vendor shall have a sufficient number of packer-type trucks to accomplish the pickups as specified in all area of disposal and to accomplish work to the satisfaction of Montgomery County Commission.
 8. Awarded vendor shall provide the Montgomery County Commission on May 1st of every contract year a list of customer names, addresses (mailing and residential) and phone numbers. This list shall be in paper and electronic format.
 9. Awarded vendor may not assign, transfer, convey, or otherwise dispose of the contract or its rights, title or interest in or the same, or any part thereof, without written consent from Montgomery County Commission.
 10. Awarded vendor shall maintain at its cost, a toll-free telephone number to be staffed Monday through Friday, 8:00 a.m. to 5:00 p.m. CST, except the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
 11. Awarded vendor shall promptly respond to any missed pickups and shall resolve any problems within forty-eight (48) hours from the time of notice from the customer, if the missed pickup is not due to the negligence of the customer.

Residential Waste Collection

1. Awarded vendor shall collect garbage once (1) per week from each residential unit within the service area.
2. Residential garbage shall be placed in the awarded vendor's provided and maintained roll-out container at the curbside or on a public road readily accessible by the awarded vendor during hours of collection.
3. Once (1) per week, awarded vendor shall collect grass clippings and dry leaf raking that are placed in plastic bags. Tree branches and shrub trimmings may not exceed three (3) inches in diameter or forty-eight (48) inches in length and shall be placed by the curbside or roadside for collection. Tree branches shall be bundled. Individual bundles or bags shall not exceed fifty (50) pounds. This waste shall be picked up with the garbage and shall not exceed two (2) cubic yards in volume per week.
4. Collection of residential household solid waste shall be between 7:00 a.m. CST and no later than 5:00 p.m. CST, or sunset.

Curbside Container Specifications

1. Roll-out containers must be new and a minimum of 95 gallons in capacity. Containers must be molded with durable plastic and manufactured by a reputable manufacturer.
2. Containers shall be maintained in an operating and functional manner, if not, they are to be replaced within forty-eight (48) hours' notice from the customer.
3. Containers must meet the American National Standards Institute (ANSI) standards.
4. The color of lids and bodies must be uniformed for all containers.
5. Containers must be stabilized against ultraviolet degradation.
6. Container shall be able to withstand a thirty (30) mph wind without blowing over when empty.
7. The bottom of container must be reinforced or have wear strip to withstand repeated contact with gravel, concrete, asphalt, or any other abrasive surface.
8. Containers, lid, wheels, axle and all necessary hardware must be covered by a ten (10) year non-prorated warranty. Documentation of such warranty shall be made available to the county upon request.
9. Any component parts that are found to be defective in materials or workmanship

shall be replaced at no charge.

10. Failure component parts of a container to perform includes, but not limited to the following:
 - A. Failure of the lid to prevent rainwater from entering the container when closed on the container's body.
 - B. Failure of the lid and/or container body to prevent penetration by vermin and other rodents.
 - C. Damage to the container body, lid, or any component parts caused by opening or closing the lid of the container.
 - D. Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when the lid is either opened or closed.

Equipment

1. Trucks shall be packer-type, no more than eight (8) years old and approved by the Montgomery County Health Department.
2. Trucks shall have painted on its doors or at some other place, the name of the awarded vendor. Lettering shall be no less than three (3) inches in height.
3. The equipment shall be clean, maintained, and stored in a manner approved by Montgomery County Health Department.
4. The cost of all equipment, its operation, maintenance and upkeep shall be borne by the awarded vendor. The equipment shall be maintained at all times to meet all existing safety regulations, including the Federal Motor Carrier Safety Regulations as specified herein.

Billing

A collection fee for services provided by the awarded vendor will be paid quarterly, in advance, by each subscribing residential unit to the vendor.

Rate Adjustments

Consumer Price Index - The fees or compensation payable to the awarded vendor for the second and subsequent years of the term or terms hereof shall be adjusted to reflect changes in the cost of doing business. These adjustments will not exceed an increase or decrease by the amount calculated as described below and is measured by fluctuations in the Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics.

CPI shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers. All items – U.S. City Average (1982-1984=100).

The base CPI shall mean the CPI published as of the service commencement date. Ninety (90) days prior to each anniversary of the service commencement date (the calculation date), the awarded vendor shall compute the percent increase or decrease in the fee for the upcoming contract year based on the CPI published as of such calculation date.

The method of adjustment shall be calculated as follows:

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

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

Ci – The Base CPI

Cn=The CPI on each calculation date

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

Fuel Surcharge - The base rate for fuel will be based on the average, on highway, price for diesel over the most recent 12-month period as reported by the U.S. Energy Information Administration for the Gulf Coast Region. In the event the average cost of fuel increases over ten percent (10%), a fuel surcharge will be added. Once the rate drops below the ten (10%) threshold, the surcharge will be removed. Calculations and adjustments shall occur quarterly.

Default

The awarded vendor will be deemed in default if upon thirty (30) days written notice the vendor fails to correct any of the following:

1. Cancellation of any insurance requirements
2. Failure to perform any requirements of this bid other than matters beyond vendor's control such as: work stoppage, vandalism, strike, riot, insurrection and acts of nature.
3. Upon finding(s) by the Montgomery County Health Officer and concurrence by the Alabama State Health Department that the contract fails to be in the best interest of the health, safety, and welfare of the citizens residing in Montgomery County, Alabama, per Section 22-27-5(a) Code of Alabama, 1975.

Bid Submittal

The price for residential solid waste collection and disposal services of non-hazardous and non-infectious waste for the residences located in the political subdivision of Montgomery County, outside the corporate city limits of any municipality.

The quarterly price for the collection and disposal of residential unit that request services, once per week:

\$ _____ per Residential Unit
Quarterly (three (3) month period)

\$ _____ Fuel Surcharge per Residential Unit
(if average fuel cost exceeds ten percent (10%) over the most recent 12-month period reported by the U.S. Energy Information Administration for the Gulf Coast Region)

Cost for
containers, if and as necessary \$ _____

Bidder: _____

Address _____

Telephone Number _____

REFERENCE LIST

This reference list shall be completed and attached to the bid form when submitted to the Purchasing Office. Bids received without this completed reference list will be disqualified.

List three agencies, preferably government agencies in Alabama, that you have performed residential solid waste collection and disposal for in the last three (3) years.

1. _____
Public Agency Approximate Number of Residential Units

Name of Contact Person/Title

Phone Number Email Address
2. _____
Public Agency Approximate Number of Residential Units

Name of Contact Person/Title

Phone Number Email Address
3. _____
Public Agency Approximate Number of Residential Units

Name of Contact Person/Title

Phone Number Email Address

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

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Caucasian

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

Official Signature

Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title