



**REQUEST FOR BIDS
Public Works Contract**

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

DATE OF RELEASE: May 11, 2017
DATE OF CLOSING: June 8, 2017
RFP ID: 0511201701

1. Receipt and Opening of Proposals

The City of Helena (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 Helena City Hall, Helena 816 Highway 52 East, Helena, AL 35080 until 1:00 p.m., June 8, 2017 and publicly opened and read aloud on the aforesaid date. The bidder submitting proposals must submit sealed envelopes containing the proposals addressed to The City of Helena and plainly marked "Proposal for Residential Solid Waste Collection and Disposal."

2. Preparation of the Proposal

Bidders must submit proposals on the attached Proposal for Residential Solid Waste Collection on the form attached hereto. Bidders shall give the amount of bids for work in both words and figures and sign the proposal. All blank spaces in each proposal form together with appropriate schedules must be completed in full 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. The City has the right to accept or reject alternative proposals.

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 Solid Waste 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 irregular 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 the General Specifications. 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 12.00 of the General Specifications.

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 12.00 of the General Specifications. 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. Security for Performance

The successful bidder will be required to furnish a performance bond as security for the faithful performance of this contract. Said performance bond must be in the amount indicated in Section 13.00 of the General Specifications.

The Proposal shall be accompanied by a letter 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 it is the successful bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the power of attorney attached thereto.

The bidder shall pay the premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the performance bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Alabama.

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 work under this 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.

8. **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 General Specifications.

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 General Specifications 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.

9. **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 Helena, 816 Highway 52 East, Helena, AL 35080. 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 five (5) 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.

10. 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 or their delegate 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.

11. 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 annual 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 no later than forty-five days from the bid opening date that the bidder is in good standing under the laws of the State of Alabama.
- (c) Evidence that the bidding entity has five years of experience providing Municipal Solid Waste Collection and Disposal in the State of Alabama.

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 refuse 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.

The bidder may satisfy any or all of the experience and qualification requirements of this paragraph 11 by submitting the experience and qualifications of its ultimate parent organization or subsidiaries or affiliates of the ultimate parent.

12. 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.

13. **Basis of the Proposal**

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

14. **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 thirty (30) days following the date that proposals are publicly opened and read.

15. **Disposal Sites**

The bidder shall indicate on the proposal the name and location of the disposal site(s) that the bidder intends to use to perform the contract and bidder's current disposal rate at such disposal site(s). The current disposal rate will be used to justify any changes to rate calculations as the result of future disposal increases or decreases. Further, the bidder shall provide evidence reasonably satisfactory to the City that the bidder, if awarded the contract, will have the right to use said disposal site(s) under and for the duration of the contract.

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

GENERAL SPECIFICATIONS

1.00 **Definitions**

The following terms shall have the meanings set forth below:

- 1.01 **Bags** - Plastic sacks designed to store refuse with sufficient wall strength to maintain integrity when lifted by the top.
- 1.02 **Bulky Waste** - Stoves, refrigerators, water tanks, tires, washing machines, furniture, and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Containers.
- 1.03 **City** - The City of Helena, Alabama.
- 1.04 **City Facilities** - All the specific buildings, recreational complexes and similar complexes specifically listed and identified with the location and number of containers on Exhibit "A" hereto.
- 1.05 **Construction Debris** - Waste-building materials resulting from construction, remodeling, repair, or renovation to the home or appurtenances.
- 1.06 **Containers** - A ninety-five or ninety-six (95 or 96) gallon "roll-out" receptacle; 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.
- 1.07 **Contract Documents** - The Contract, the Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to in writing by the City and the Contractor.
- 1.08 **Contractor** - The person, corporation, partnership, or other entity performing refuse collection and disposal under contract with the City.
- 1.09 **Dead Animals** - Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.10 **Disposal Site** - A subtitle D landfill permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse and dead animals for processing or final disposal.
- 1.11 **Excluded Waste** - (excluded from this Contract) – Excluded Waste is all Dead Animals, Hazardous Waste, and Special Waste.

- 1.12 **Garbage** - Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; 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 by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); **except** (in all cases) any matter included in the definition of Dead Animals, Hazardous Waste, or Special Waste.
- 1.13 **Hazardous Waste** - Waste, in any amount, that contains any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint, paint cans, and any other waste materials which require special handling, collection, transportation or disposal requirements under local, state or federal laws or regulations beyond those required for standard municipal solid waste.
- 1.14 **Producer** - An occupant of a Residential Unit who generates Garbage, Residential Refuse and Recyclable Materials.
- 1.15 **Recyclable Materials** - The following items are classified as Recyclable Materials under this Contract:
Cans – Clean aluminum tin/steel containers.
Newspaper – Clean, dry, unsoiled newspaper.
Plastic – categories 1 and 2; and, if agreed to by Contractor in advance 3 through 7.
- 1.16 **Residential Refuse** - This term shall refer to Construction Debris, Bulky Waste, Rubbish and Stable Matter generated at a Residential Unit unless the context otherwise requires. Refuse does not include any matter included in the definition of Dead Animals, Hazardous Waste, or Special Waste.
- 1.17 **Residential Unit** -
(a) A dwelling within certain incorporated 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.
- 1.18 **Residents** - the person or group of persons occupying a Residential Unit.

1.19 **Rubbish** - All waste wood, wood chips, shavings, sawdust, printed matter, paper, 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, floor sweepings, glass, mineral or metallic substances, except (in all cases) any matter included in the definition of Dead Animals, Hazardous Waste, or Special Waste.

1.20 **Special Waste** - Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:

- (a) waste iron from a commercial or industrial activity;
- (b) waste generated by an industrial process or a pollution control process;
- (c) waste which may contain free liquids;
- (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
- (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
- (j) filter cake sludge wastes from waste water treatment processes;
- (k) wastes containing any regulated polychlorinated biphenyls; and,
- (l) ash, sludge, tires and powders.

1.21 **Stable Matter** - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.00 **Scope of Work**

The work under this Contract consists of furnishing all supervision, labor, tools, equipment, materials, supplies, and services to perform all work and services necessary to satisfactorily collect Garbage, Residential Refuse and Recyclable Materials from Residential Units located within the corporate limits of the City during the term of this Contract, and transport same to an approved Disposal Site, and perform all other work or services incidental to such collection and disposal services. The collection and disposal of Excluded Waste is specifically excluded from the services provided under this Contract.

2.01 **Storms and Other Disasters** - Except for the City's obligation to pay amounts 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 this 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 this Contract, the Contractor and the City shall negotiate the amounts to be paid to the Contractor. The City may use additional and/or other contractors for Storms and Other Disasters.

3.00 **Type of Collection**

3.01 **Service Provided** -

- (a) The Contractor shall provide automated curbside collection service for the collection of containerized (95 or 96 gallon carts) Garbage from each Residential Unit in the City one (1) time per week. Containers shall be placed at curbside by 7:00 a.m. on the designated collection day.
- (b) The Contractor shall provide Garbage collection/disposal at City facilities at no additional charge. In addition, Contractor will provide collection services for special events upon prior notice by City (i.e. parades, 4th of July, etc.).
- (c) The Contractor may be required to provide for bi-weekly curbside collection of Residential Refuse generated by a Residential Unit. Waste generated by a contractor or commercial entity (e.g. tree service, builder, etc.) is excluded from this Contract. The bi-weekly limit at each resident will be eight (8) cubic yards.
- (d) The Contractor shall provide automated bi-weekly curbside collection of containerized Recyclable Materials.

3.02 **Location of Waste Materials for Collection** - Each Container/waste pile shall be placed at curbside for collection. "Curbside" refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Containers 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 not so placed or any waste material not placed in the appropriate container.

4.00 **Operation**

4.01 **Hours of Operation** - Collection of waste 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 this 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 per 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 missed scheduled collections, the Contractor shall arrange for the collection of the missed schedule within 24 hours after complaint is received by Contractor.

4.05 **Collection Equipment** - The Contractor shall have no fewer than two automated-service vehicles available for containerized collection services and two boom-trucks for refuse/bulk waste. 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 5:00 p.m. on regular collection days.

4.07 **Hauling** - All waste materials hauled by the Contractor pursuant to this Contract shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented.

4.08 **Disposal** - All waste materials collected for disposal by the Contractor pursuant to this Contract shall be hauled to a licensed disposal site. 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 a local, state, or federal government.

4.09 **Notification** - The Contractor, with the approval of the City, shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled refuse collection.

4.10 **Point of Contact** - All dealings, contacts, etc., between the Contractor and the City shall be directed to a designee approved by the City, as the Contractor's representative, and a designee approved by the City, 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.
- 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.
- 5.00 **Compliance with Laws**
The Contractor shall conduct operations under this Contract in compliance with all Applicable Laws; provided, however, that the General Specifications 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.
- 6.00 **Effective Date**
The effective start date of this Contract shall be no later than September 1, 2017.
- 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 this 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 this Contract or a willful or negligent act or omission of the City, its officers, agents, servants, and employees.
- 9.00 **Excluded Waste**
If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Container or Bag of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable

assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

10.00 Licenses and Taxes

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

11.00 Term

The term of this Contract shall be three (3) years. The City and Contractor may mutually agree to extend this Contract for additional three (3) year periods upon mutual consent by the City and the Contractor. If this Contract is not extended or terminated within ninety days of the expiration date then this Contract will automatically extend for a three year period.

12.00 Insurance

The Contractor shall at all times during this 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	\$ 3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles

COMMERCIAL GENERAL LIABILITY

Bodily Injury/Property Damage	\$3,000,000 each occurrence
Combined – Single Limit	\$3,000,000 general aggregate
	\$3,000,000 products/completed operations aggregate

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 cancellation to the City; (ii) shall show (but not "name") City as an additional insured to the extent of Contractor's negligence; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) to the extent of Contractor's negligence except with respect to the negligence or willful misconduct of City.

13.00 **Bond**

13.01 **Performance Bond** -

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000).
- (b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premium is paid in full shall accompany the bond.
- (c) The surety bond may be reduced each year of the initial contract term by one-third.
- (d) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Alabama.

13.02 **Power of Attorney** - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13.03 **Default** - A breach of contract by either party and the failure to cure such breach within 10 days of written notice shall be grounds for cancellation of this Contract by the other party. If Contractor breaches this Contract or fails to perform under this Contract (and fails to cure within 10 days of written notice), the City shall be able to make demand under the terms of the performance bond.

14.00 **Basis and Method of Payment**

14.01 **Rates** -

- (a) For collection and disposal services required pursuant to Section 3.01, the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with Section 14.02.

14.02 **Modification to Rates** -

- (a) The Consumer Price Index (CPI) – All Cities as published by the U.S. Bureau of Labor Statistics for the prior year, shall constitute a base Consumer Price Index. At the end of each twelve (12) month interval throughout this Contract, there shall be an automatic price adjustment up [or down] based on that index. Pricing may also be negotiated for amounts above the CPI should the parties deem it appropriate due to a change in conditions under the Contract.
- (b) 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, disposal rate increases, regulations, changes in location of the disposal site, or increases in fuel costs above the CPI.

- 14.03 **Contractor Billing to Residents** - The Contractor shall bill Residents for service rendered at least quarterly. Such billing and payment shall be based on the rates and schedule set forth in the contract documents. If any amount due from a Resident is not paid within 60 days after the date of Contractor's invoice, Contractor may, with notice, suspend collecting and disposing of waste materials until the Resident has paid such unpaid amounts (including all service interruption fees, late fees and other fees then owed) to Contractor. If Contractor suspends service, the Resident shall pay Contractor a service interruption fee in an amount determined by Contractor in its discretion up to the maximum amount allowed by Applicable Law. In addition, Resident shall pay a late fee of the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof (or the maximum percentage allowed by law, if less) of the unpaid balance for charges not paid when due. Contractor may bill up to twenty-five \$25 to deliver a container to new residents or residents whose service was suspended and subsequently their container was removed.
- 14.04 **Exempt from Billing** – The City shall pay the contractor for services provided to exempt residents. Exempt from billing residents are those residents whose sole source of income is social security or as defined by State Law.
- 14.05 **Franchise Fees** - The Contractor shall add a Franchise fee to all non-exempt residents' billing. That fee will be determined by the Helena City Council. The fee will then be paid to the City by the Contractor each quarter.
- 14.06 **Delinquent and Closed Accounts** - The Contractor shall discontinue collection service to any Residential Unit as set forth in a written notice sent to it by the City.
- 15.00 **Transferability of Contract**
Other than by operation of law, no assignment of this Contract or any right accruing under this 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 this 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.
- 16.00 **Exclusive Contract**
The Contractor shall have the sole and exclusive franchise, license, and privilege to provide garbage and refuse collection, removal, and disposal services from Residential Units within the corporate limits of the City.

17.00 Ownership

Title to Garbage and Residential Refuse shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste or any other materials not constituting Garbage and Residential Refuse shall remain with the Producer and shall at no time pass to Contractor.

18.00 Responsibility for Equipment

Any equipment Contractor furnishes shall remain Contractor's property. Except for equipment (i.e., Containers) provided to Residents, the 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 a 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.

19.00 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.

20.00 Attorneys' Fees; Disputes

This 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 this 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.

21.00 Severability

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

22.00 Waiver

The failure of either party at any time to require performance by the other of any provision of this 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 this Contract be taken or held to be a waiver of any further breach of the same provision or any other provision.

23.00 Termination

This 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.

24.00 Headings

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

CONTRACT

THIS CONTRACT, is made and entered into this _____ day of _____, 20____, by and between the City of Helena, a Municipal Corporation of Alabama (hereinafter called the "City"), and _____ (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the _____ day of _____, 20____, submit a proposal to provide Residential solid waste and recyclable material 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 and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential solid waste and recyclables collection and disposal services as specified and to perform all work called for and described in the Contract Documents (as defined herein).
2. The "Contract Documents" shall include and refer to the following documents, and this contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this contract:
 - (a) The Request for Proposals.
 - (b) The Instructions to Companies.
 - (c) The Contractor's Proposal.
 - (d) The General Specifications.
 - (e) The resolution of the City ordering or authorizing the work and services contemplated herein.
 - (f) The Performance Bond.
 - (g) This instrument.
 - (h) 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. 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.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agent, hereto affix our signatures and seals at _____, _____, on this _____ day of _____, 20_____.

APPROVED AS TO FORM:

The City of Helena, Alabama

By _____

Printed Name

CONTRACTOR

ATTEST:

ATTEST:

By _____
"Contractor" Signature

Printed Name

PROPOSAL FOR RESIDENTIAL GARBAGE AND REFUSE COLLECTION

I. Rate for once weekly, curbside collection of Garbage, utilizing Contractor-provided Containers:

Unit price per month for year 1 of contract \$ _____

II. Rate for bi-weekly curbside collection of Recyclable Materials, utilizing Contractor-provided Containers:

Unit price per month for year 1 of contract \$ _____

III. Rate for bi-weekly curbside collection of Residential Refuse:

Unit price per month for year 1 of contract \$ _____

IV. Haul and Disposal Rates for on-call service for 30 – yard roll off containers:

Unit price per pick up year 1 of contract \$ _____/Haul

\$ _____/Ton

Signature of Authorized Representative: _____

Printed Name: _____

Company: _____

Date: _____