

INVITATION TO BID
OFFICE OF CITY PURCHASING AGENT
P.O. Box 1111
Montgomery, Alabama
December 18, 2017

Gentlemen:

Sealed bids for **Refuse Collection Services** will be received by the undersigned until 2:00 P. M. **January 9, 2018** in Conference Room, Building 1941, 934 North Ripley Street, Montgomery, Alabama and be opened as soon thereafter as practical. Bids will be publicly opened and read in Conference Room, Building 1941, 934 North Ripley Street, Montgomery, Alabama. Bids may be hand carried or mailed; however, it is the responsibility of bidders to assure that bids are received not later than 2:00 P.M. on the date indicated above. Bids received after this time will not be considered.

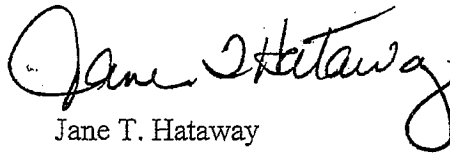
All bids shall be F.O.B., Montgomery, Alabama and submitted on the attached Bid Form. Bidders are requested to fill out the Bid Form by typewriter, indelible pencil or ink and to express delivery in number days. If you cannot furnish any of the items please return the attached bid form marked "No Bid".

The City of Montgomery reserves the right to reject any or all bids and the right to make an award in the best interest of the City of Montgomery.

No oral, telephonic, telegraph, facsimile bids, modifications, or alternate bids will be considered. Bids will not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.

Questions regarding this bid may be directed to telephone number (334) 241-2610 and should be presented prior to bid opening.

Sincerely,



Jane T. Hataway
Purchasing Agent

JTH/kb

Attachments:

1. Bid Form.
2. Specifications.
3. City List of Pick-Ups.
4. City Ordinance 44-2008.
5. Special Provisions.

BID FORM

Bid No. 2-1118

Mrs. Jane T. Hataway
City Purchasing Agent
P.O. Box 1111
Montgomery, Alabama 36101-1111

Dear Mrs. Hataway:

Submitted below is my bid on **Refuse Collection Services** in accordance with your Request For Bid referenced above. Prices quoted are F.O.B., Montgomery, Alabama and the item(s) on which I am bidding are in exact accordance with the Special Provisions and Specifications with any exceptions listed below.

DESCRIPTION OF SERVICES

Furnish all necessary labor, supplies, materials, equipment, containers and pick-up refuse containers as and when specified herein and dispose of residue in accordance with existing State and Local Laws and/or Ordinances.

ESTIMATED ANNUAL PICK-UPS

<u>Estimated Number of Pick Ups</u>		<u>Container Size</u>	<u>Price Per Each Pick Up</u>	<u>Total Amount of Pick Ups</u>
1352	Each	6 Yard Container Pick Ups	\$ _____	\$ _____
1092	Each	8 Yard Container Pick Ups	\$ _____	\$ _____
12	Each	20 Yard Container Pick Ups	\$ _____	\$ _____
TOTAL COST FOR ALL PICK UPS				\$ _____

MONTHLY CONTAINER RENTAL FEES

<u>Estimated Number of Containers</u>		<u>Container Size</u>	<u>Price Each Per Month</u>	<u>Extended Price Per Month</u>
10 Each		6 Yard Containers	\$ _____	\$ _____
6 Each		8 Yard Containers	\$ _____	\$ _____
1 Each		20 yard Container	\$ _____	\$ _____
TOTAL COST CONTAINER RENTALS				\$ _____

GRAND TOTAL FOR PICK UPS AND CONTAINER RENTALS **\$ _____**

1. A bond in a reliable surety company authorized to do business in the State of Alabama must be given successful bidder; such bond shall be for the sum of one hundred percent (100%) of the contract price conditioned for the prompt and faithful performance of all terms for the duration of the contract. Such bond will be required before the start of work by the successful bidder.
2. All acceptable waste materials picked up from the attached locations shall be disposed of by the successful contractor at the IREP Montgomery Waste Processing Facility, 1551 Louisville Street, Montgomery, AL 36104; all other waste shall be disposed of at City of Montgomery, North Montgomery Landfill, 115 Division Street, Montgomery, Alabama 36104.
3. INCOMPLETE BID BONDS UNSIGNED BID FORMS WILL BE CAUSE FOR DISQUALIFICATION OF A BID.
4. VENDORS SHOULD PROVIDE ONE ORIGINAL PRINTED HARDCOPY, CLEARLY IDENTIFIED AS SUCH, AND ONE (1) ADDITIONAL COPY OF THEIR BID.
5. BUSINESS OWNERSHIP:
SMALL – LESS THAN 50 EMPLOYEES OR GROSS RECEIPTS LESS THAN \$1,000,000.00 PER YEAR, INDEPENDENTLY OWNED AND OPERATED.
_____ YES _____ NO
MINORITY AND WOMEN OWNED – AT LEAST 51% OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS AND WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE OF THOSE INDIVIDUALS.
_____ YES _____ NO

EXCEPTIONS TO SPECIFICATIONS:

Bid Date

Terms of Payment & Discount

Delivery Date Phone No

Company

Mailing Address Fax No.

Email Address

BY: _____
(Signature)

BY: _____
(Printed Name)

SPECIFICATIONS

1. The City of Montgomery unilaterally reserves the right to increase or decrease and/or delete pick-ups if changes in services are required at prices received from the successful bidders.
2. Fees for disposing of refuse at IREP @ Montgomery Waste Processing Facility, City of Montgomery Landfill and all other costs shall be taken into consideration when submitting bids. Any increase in fees for disposing of refuse will be negotiated with the parties involved.
3. Successful bidder shall be responsible for keeping all containers maintained in good repair, cleaned, sanitized and leak-proof.
4. Pick-ups which fall on Holidays will be picked up the following day.
5. Payment will be made on a monthly basis. Invoices for pick up for the City of Montgomery shall be mailed to the Finance Department, P.O. Box 1111, Montgomery, Alabama, 36101-1111, and should be broken down by the various departments of certification of services prior to payment by the City.
6. PERIOD OF CONTRACT: Contract period will be for three (3) years, beginning from date of award.
7. This contract may be canceled for the convenience of either party, by either party giving sixty (60) days notice to the other party.
8. Liabilities and Claims: The contractor shall defend any and all suits and assume all liability for any and all claims made against the City of Montgomery or any of its officials or agents for the use of any patented process, device or article forming a part of the articles or equipment furnished under this contract.
9. Bonds: A bond in a reliable surety company authorized to do business in the State of Alabama, must be given by the successful bidder. Such bond shall be for a sum of one hundred percent (100%) of the contract price conditioned for the prompt and faithful performance of all terms for the duration of the contract.
10. Insurance: That the successful contractor will have and maintain necessary liability insurance as may be required by the State of Alabama or other laws.
11. That the City of Montgomery will not be responsible for any accidents caused by the successful contractor in the removal and disposal of refuse.
12. Bidders shall submit a certification with their proposal that their company is in full compliance with City Ordinance #44-2008.
13. Landfill Fees: The tipping fees for disposal of garbage and trash shall be as listed in attached Montgomery City Ordinance #44-2008. The schedules effective October 1, 2008 shall govern.

14. Operating Permit Service Area: The operating permit issued by the Alabama Department of Environmental Management (ADEM) for the North Montgomery Sanitary Landfill is very explicit. It restricts our service area to the City of Montgomery and Montgomery County. Therefore, it is absolutely essential that the North Montgomery Sanitary Landfill is operated in accordance with the ADEM permit and regulations. This means that, upon other things, waste from outside the service area (e.g. Autauga, Elmore, Lowndes Counties) cannot be accepted for disposal. All loads are subject to inspection to determine the origins of the collected waste in the load. Loads found to contain waste materials from outside the service area will be rejected and the waste hauler will be required at their expense to pick up the waste and transport it off the landfill for subsequent disposal at another facility. Abuse of the service area limitations will result in denial to use the North Montgomery Sanitary Landfill.
15. No loads shall be brought to the IREP Waste Processing Facility or the North Montgomery Sanitary Landfill for disposal before 7:00 A.M. on the days the Landfill is open for business.
16. Minimum size containers for placement at the listed City of Montgomery facilities shall be as shown in the attached list of pick up points. Pick ups will be made as shown on the same list.
17. On May 12, 2014, the City of Montgomery began delivering its waste to the IREP @ Montgomery waste processing facility. The facility is a state-of-the-art mixed materials recovery facility that has been constructed for the purpose of processing all MSW collected within City's police jurisdiction.

Delivery of Municipal Solid Waste

Any MSW previously disposed at the North Montgomery Sanitary Landfill should be delivered to the new facility. The facility is located 1551 Louisville Street, Montgomery, AL 36104. The new facility will accept the following materials:

- Residential and Commercial Municipal Solid Waste
- Old Corrugated Cardboard
- Mixed and Source Separated Paper
- Aseptic Cartons
- Plastics
- Aluminum
- Tin-Steel Cans
- Ferrous and Non-ferrous Metals

The facility has the right to refuse deliveries if a load contains significant quantities of the following types:

- Yard Waste
- C&D Waste
- Scrap Tires, or waste other than MSW

Hours of Operations and Receiving Hours

The facility will be open to receive MSW between 7:00 a.m. and 4:00 p.m. on Monday-Friday and between 9:00 a.m. and 5:00 p.m. on Saturday; except on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The facility has the right to refuse any deliveries received outside of the hours set forth herein.

Manner of Delivery

All vehicles delivering MSW to the facility must be in safe condition and maintained substantially in accordance with all applicable laws. In addition, all such vehicles must contain adequate identification so the facility can determine the source of the MSW.

Tipping Fees

The City is not involved in the business operations of the new facility, and cannot guarantee any rate or rate reductions. Any haulers with large volumes of waste considered to be acceptable waste at the new facility should contact the facility to discuss rates and/or volume rate reductions. The telephone number for the new facility is 334-262-2021.

CITY OF MONTGOMERY PICK-UPS

ARMORY LEARNING ARTS	1	6 YD	FRI	1	1015 MADISON AVE 36104
CATOMA BALLFIELD	1	8 YD	TUES., THURS.	2	1780 MITCHELL YOUNG RD 36108
CRUMP COMMUNITY CENTER	1	6 YD	TUES., THURS., SAT.	3	1751 CONGRESSMAN DICKINSON DR 36109
FAIN PARK	1	8 YD	MON.	1	8700 MINNIE BROWN RD 36117
GATEWAY GOLF	1	6 YD	MON., THURS.	2	3800 DAVENPORT DR 36105
GATEWAY LODGE	1	6 YD	MON., THURS	2	3800 DAVENPORT DR 36105
LAGOON PARK MAINTENANCE	1	8 YD	MON., WED., FRI.	3	2855 LAGOON PARK DR 36109
LAGOON PK SOFTBALL	1	8 YD	MON., WED., FRI.	3	2855 LAGOON PARK DR 36109
MONTGOMERY MUSEUM	1	8 YD	MON., WED., FRI.	3	ONE MUSEUM DR 36117
MONTGOMERY ZOO	2	6 YD	MON., WED., THURS., FRI., SAT.	4	2301 COLISEUM PKWY 36110
MONTGOMERY ZOO	1	6 YD	TUES., THURS., SAT.	3	2301 COLISEUM PKWY 36110
POLICE ACADEMY	1	6 YD	TUES. THURS.	2	740 MILDRED ST 36104
PUBLIC AFFAIRS BLDG. (POLICE DEPT.)	2	8 YD	MON., TUES., WED., THURS. FRI.	10	320 N RIPLEY ST 36104
PUBLIC LIBRARY (245 HIGH STREET)	1	6 YD	WED., FRI.	2	245 HIGH ST 36104
BUILDING MAINTENANCE DEPT	1	20 YD	WILL CALL FOR P/U	1	2390 CONG DICKINSON DR 36109
MUNICIPAL JUSTICE CENTER	1	6 YD	FRI	1	1001 MADISON AVENUE 36104
MONTGOMERY CURB MARKET	1	6 YD	FRI	1	1015 MADISON AVE 36104

UPDATED LIST

Bid No. 2-1118
Refuse Collection Service

CHECKLIST MUST BE COMPLETED BY THE BIDDER

SECTION	COMPLY	CANNOT COMPLY	SEE ATTACHED SHEETS
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____

ORDINANCE NO. 44-2008

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Section 25-45. Landfill of the Code of Ordinances of the City of Montgomery be and is hereby amended to read as follows:

Sec. 25-45. Landfill.

- (a) *Generally.* The city operates a landfill for the purpose of disposing of garbage and trash by the city, commercial contractors, and by persons residing in the county. No toxic materials, hazardous or infectious waste will be accepted or disposed of at any landfill operated by the city. All persons entering city landfill property are required to follow instructions and abide by city landfill rules and regulations. Vehicles entering the landfill will be weighed before and after dumping at which time payment will be made to the landfill cashier immediately.
- (b) *Landfill service charges.* Effective October 1, 2008, vehicles entering the city landfill to dump will be charged at a minimum rate of \$10.50 with an additional charge of \$2.10 per 100 pounds whenever the waste load exceeds 500 pounds. If the scales are not in operation, the charges will be \$14.00 per cubic yard for compacted waste and \$11.00 per cubic yard for uncompacted waste loads. Except for commercial waste hauling contractors, the maximum charge for landfill services will be \$221.00 per vehicle load. From time to time, at the discretion of the landfill management, earth excavation will be accepted at a minimum charge regardless of the load weight.
- (c) *Special handling charges.* Effective October 1, 2008, in circumstances where additional labor, equipment and time are required to dispose of the waste or prepare a separate dumping area, a \$100.00 charge will be assessed; in addition to such \$10.50 minimum and \$2.10 per 100 pound weight fee or \$221.00 maximum per vehicle load when applicable. Items which typify qualification for incurring a special handling charge are unshredded tires, bank records, barrels/drums, bulk pesticide containers, bulk rubber, drugs/narcotics, dead animals, food waste, stockyard and slaughterhouse animal waste, state records, tires, and baled paper.
- (d) *Asbestos.* Effective October 1, 2008, disposal fees for asbestos will be \$450.00 per cubic yard. Additionally, a separate \$240.00 gate fee will be charged for each load.
- (e) *Tires.* Effective October 1, 2008, in addition to the \$100.00 special handling fee contained in subsection (c) of this section, the disposal fee for unshredded tires will be \$84.00 per ton. The fee for shredded tires will be \$42.00 per ton, and the special handling fee will not be charged. For a tire to be accepted as shredded, it shall be cut, at a minimum, into four (quartered) pieces.
- (f) *Grease trap waste.* Effective October 1, 2008, the fee to dispose grease trap waste will be \$1,000.00 per month for a maximum of 425 tons per month with an additional charge of \$2.00 per ton for each ton over 425 tons each month.

- (g) *Construction and demolition debris.* Effective October 1, 2008, disposal fees for inert or construction and demolition debris will be \$11.00 per cubic yard. Items which typify construction and demolition debris include: brush and land clearing debris such as logs, stumps, branches, limbs, wood brush as well as tree remains from land clearing operations and construction or demolition projects. Construction and demolition debris is further classified as material generally considered to be not water soluble and nonhazardous in nature including steel, scrap metal, brick, glass concrete, ceramics, asphalt roofing and paving material, pipe, wallboard, lumber, rocks, and soil. All items are not to be contained with food waste materials or liquids.

Adopted this 11th day of September, 2008.

APPROVED: 9/19/08

Bobby N. Bright
BOBBY N. BRIGHT, MAYOR

ATTEST:

Brenda Gale Blalock
BRENDA GALE BLALOCK, CITY CLERK

SPECIAL PROVISIONS

NO. 1

THE CITY OF MONTGOMERY REQUIRES THAT A BOND BY A RELIABLE SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF ALABAMA BE FILED WITH EACH BIDDER'S BID THAT EXCEEDS \$50,000.00. SUCH BOND SHALL BE FOR THE SUM OF FIVE PERCENT (5%) OF THE TOTAL BID. A CASHIERS CHECK PAYABLE TO THE CITY OF MONTGOMERY OR AN IRREVOCABLE LETTER OF CREDIT SHALL ALSO BE ACCEPTABLE.

NO. 2

CITY ORDINANCES MANDATE THAT ANYONE WHO TRANSACTS BUSINESS WITHIN THE CITY LIMITS OF MONTGOMERY BY ONE OR ALL OF THE FOLLOWING SITUATIONS IS SUBJECT TO OBTAIN A CITY BUSINESS LICENSE:

- 1) A physical location within the City.
- 2) A representative of your company calls on customer or solicits business within the City.
- 3) Merchandise is delivered into the City on a vehicle other than by common carrier.

BIDDERS FALLING WITHIN THE ABOVE CATEGORIES WILL BE REQUIRED TO OBTAIN A CITY OF MONTGOMERY BUSINESS LICENSE PRIOR TO ISSUANCE OF A CONTRACT OR PURCHASE ORDER.

BUSINESS LICENSE NO. _____

NO. 3

Verification of E-Verify Enrollment in accordance with the Beason-Hammon Act or letter of exemption.

SECTION 9

-The attached form should be completed and signed. Attach to it verification of your enrollment in E-Verify.

RFP/PROCUREMENT STATEMENT OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT AS AMENDED

This form with attachment is to be returned with the response to any RFP or other form of procurement and is to be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama.

State of _____
County of _____

“As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, I hereby state that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.”

I further assert that said business entity/employer/contractor is enrolled in the E-Verify program if enrollment is not eligible to enroll because of the rules of that program or other factors beyond its control. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature

ATTACHMENT: VERIFICATION OF E-VERIFY ENROLLMENT.

THIS FORM PROVIDED FOR COMPLIANCE WITH SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) (b).and (c) as amended.

1/3/2013