

Date Issued: July 13, 2015

Invitation to Bid No.: 15-017

The City of Decatur will accept **sealed** bids/request for proposals (RFP) for the following material, equipment or services:

Description: **Residential/Small Commercial Solid Waste Pick-up Services**

Sealed Bids/RFPs must be received before 2:00 PM, August 20, 2015

**A Mandatory Pre-Bid/RFP Conference will be held: July 23, 2015 at 2:00pm
Decatur City Hall 7th floor Conference Room.**

Return sealed bid/RFP to:

Regular Mail
City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier
City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid/RFP.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Contractor's License No. (If required)

Telephone

E-mail

Fax

PRICE SHEET

Opening Date: August 20, 2015

Invitation to Bid/RFP No.: 15-017

Opening Time: 2:00 PM

SAMPLE PRICE TABLE			
VENDOR NAME:	Initial Term- 12 Months (Monthly Charge)	Optional 2nd Term- 12 Months (Monthly Charge)	Optional 3rd Term- 12 Months (Monthly Charge)
Residential Garbage Pick Up Once Weekly			
Residential Yard Waste Pick Up Once Weekly			
Residential Bulky Waste Pick Up Every Other Week			
Fall Leaf Collection			
Sum Total Residential Monthly Charge			
Total Small Commercial Garbage Pick Up Once Weekly Monthly Charge			

Specific Terms & Conditions

Vendors shall provide alternatives for complete overhaul of the current program with descriptions of the required program/policy changes that would need to be implemented to achieve the associated monthly per resident costs. The City wishes to maintain the same services listed above. Customer satisfaction must be considered when presenting alternatives.

Use the above table to display Monthly Charges per customer for each of the 3 initial periods.

Prices quoted above in all bids/RFPs for personal property and services shall be total delivered price.

- Any purchase contract is contingent upon future actions of the Decatur City Council.
- A bid bond **IS** required for this IFB.
- Evidence of insurance **IS** required for this IFB.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts offered in payment terms will be considered in the bid/RFP evaluation)
- Prices valid for acceptance within _____ days (**not to be less than 180 days from the submission date**)

NOTE: FOR THIS BID/RFP TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID/RFP MAY BE DISQUALIFIED. BID/RFP RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

Bidder Signature

Company

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID/RFP, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid/RFP response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid/RFP shall be submitted in a separate sealed envelope. Multiple bid/RFP responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid/RFP responses that occur due to the U.S. Postal Service or private courier service.

Bid/RFP responses and signature page must be submitted on this form in ink or typewritten or the bid/RFP will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids/RFPs.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids/RFPs on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid to a single vendor or multiple vendors when in the best interest of the City. The City reserves the right to award parts of this bid or to reject all bid submissions.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids/RFPs when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City. The City shall give the Contractor 120 days written notice of termination.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

A Bid Bond or a certified check in the amount of \$10,000, payable to the City of Decatur, must accompany each bid. Performance Bond in the amount of \$500,000.00 and Payment Bond in the amount of \$250,000.00 will be required of the successful Bidder.

An electronic version of this bid/RFP is available on the City's website at www.decalab.com or by emailing purchasing@decalab.com. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid/RFP response package.

The hard copy of the invitation to bid/RFP on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid/RFP could be considered grounds for rejection of the bid/RFP response.

Exclusion of the electronic files in a bid/RFP response is not a basis for rejection.

A BID/RFP RESPONSE MAY BE REJECTED IF:

- Bids/RFPs improperly submitted or identified
- Bid bond not included
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

To be considered a responsive and responsible bid response a bid submission shall contain:

- Original Bid Form with original signatures in ink
- The completed price sheet that is contained in the package
- Narratives of Experience
- Narratives of Company resources
- E-Verify Affidavit
- Proof of Insurance
- Bid Bond
- Acknowledgement of Addenda if issued

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

E-verify Employment Eligibility Verification User Identification Number

Applicant

Sworn to and subscribed before me on this the _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

The City of Decatur, Alabama hereinafter referred to as the “City,” is soliciting bids/RFPs from responsive and responsible Bidders for the award of a three (3) year contract, after the three year periods the City reserves the right to extend the contract on an annual basis according to State of Alabama law to provide the following services:

Residential collection services including collection of residential Solid Waste, Yard Waste, and Bulk Waste, and delivery to the City of Decatur/Morgan County Landfill.

DEFINITIONS

Garbage is defined as all wastes including but not limited to food waste, bottles, waste paper, cans, clothing, and general refuse/other materials normally associated with common household waste. It shall exclude yard waste, construction waste, hazardous waste, human or animal excreta or fecal matter, dead animals, and bulky waste.

Yard Waste is defined as the accumulation of tree and shrubbery trimmings, leaves, grass clippings, small tree branches, bushes, or any other yard waste materials usually created as refuse by the property resident in the care of lawns, yards, and gardens.

Bulky Waste is defined as single item replacements such as furniture, bedding, appliances, and other refuse that by their size, shape, or weight cannot be placed in a City approved container. Other examples of bulky waste are carpet or pads bundled in 6' lengths, auto tires, bagged yard waste, and empty fuel tanks. It excludes rocks, dirt, roofing, bricks and other masonry products. Other building scraps or miscellaneous items to be collected will be bundled or self-contained in lengths not to exceed 6 feet. All bulky waste items must be placed at or near the collection point of the residential garbage containers.

The current and program characteristics are:

Maps are enclosed showing service areas and pick up schedules.

Garbage Pick Up Holiday Schedule	
Thursday, January 1 - New Year's Day	Thursday pickup on Friday
	Friday pickup on Monday
Monday, January 19 - Martin Luther King Day	No changes in Sanitation service
Monday, May 25 - Memorial Day	No changes in Sanitation service
Friday, July 3 - City Holiday for Independence Day, July 4	Friday pickup on Monday
Monday, September 7 - Labor Day	No changes in Sanitation service
Wednesday, November 11 - Veteran's Day	Wednesday pickup on Thursday
	Thursday pickup on Friday

	Friday pickup on Monday
Thursday - Friday, November 26-27 - Thanksgiving	Thursday and Friday routes: Household garbage only on Monday following Thanksgiving; no yard carts serviced. Limited loader truck service.
Friday, December 25 - Christmas	Friday pickup on Monday

For the purpose of this Invitation the City currently has the following approximate users:

Approximate Number of Customers in Decatur, Alabama, 2014	
Regular Residential	16,414
Residential Multiple Carts	1,453
Commercial	345
Handicapped (not curbside)	123
Fee Exempt Residential	204
Approximate Total	18,416

Grey Carts for household garbage are set out by 7 a.m. on collection day with directional arrows pointing to street or alley. Street collection-carts are set the behind curb or on shoulder if no curb exists, not in gutter line or street. Carts are removed by 6 p.m.

Green carts only for grass, leaves, and small trimmings are set cart out by 7 a.m. on your collection day. Carts are removed by 6 p.m. Green cart lids are to be closed, with no protruding items. These carts are to contain no household garbage, large limbs, firewood, dirt, rocks, etc. Mulched leaves may also be placed in your green yard waste cart for collection on your regular garbage day.

Total Estimated Cart Inventory based on	Garbage	Yard Waste	Total
Feb 2015 DU Reports & Stock on Yard	22,000	18,000	40,000

Large items (limbs, bushes, and brush too large for green cart) Limbs should be no longer than 6' lengths and are to be piled neatly away from fences, mailboxes, buildings, utility poles, etc. in same area where your garbage is picked up. There are, however, a

few areas where garbage collection is on the street, but trash is picked up at the alley. Loader trucks generally run on same day as garbage, but on a 2-week schedule. Loader trucks do not service both street and alley locations for a single location.

A loader truck will pick up this appliances, furniture, and other bulky items generally on the same day and in same location as your garbage and yard waste carts are emptied but on a 2-week schedule. There are, however, a few areas where garbage collection is on the street, but trash is picked up at the alley. Loader trucks generally run on same day as garbage, but on a 2-week schedule. Loader trucks do not service both street and alley locations for a single location.

Fall Leaf Collection - Vacuum Machines are used on Streets (no alleys) provided at curbside during months of October through January. Leaf piles are placed behind curb (or on edge of yard if no curb), not in gutter or street. Vehicles are to be removed from the streets to allow a more efficient cleanup. Mulched leaves may be placed in the green carts for yard waste. For residents with alley pick up of trash and garbage, leaves may be placed at the alley pick up location for loader truck service.

For vacant houses, the owner signs an affidavit that the house has been vacant and generated no garbage or trash for 60 days. Charges will be made inactive after DU receives verification of the vacancy from Public Works. No refunds will be made for the period of vacancy prior to or during the verification process.

Fees are waived for Social Security exempt residents. Proof is required that the only income that a household receives is Social Security, and re-application must be made each December to continue the exemption. Extreme hardship cases are also considered.

Large multi-family dwelling structures contract with private contractors of their choice for dumpster service. The City does not provide dumpster service to these structures. Small multi-family dwellings may choose to use the contracted services of the Contractor.

The only commercial pick up services provided by the City are to commercial locations using one or more of the normal carts and with location requirements. These accounts are charged a commercial rate higher than residential rates. Small commercial customers on regular pick-up routes and that do not generate more than 2 cubic yards of waste per week are allowed a maximum of two garbage carts. Businesses which generate larger volumes of solid waste are required to contract their needs with a private waste hauler.

Property owners are responsible for the proper disposal of construction debris by private means including debris from building repairs, remodeling and demolition. The City does not provide this service.

The table below shows tonnages from within the City of Decatur from 2010-2014:

Year	Garbage	Trash	Wood/Yard
2010	20,282	5,790	7,175
2011	19,888	10,199	8,478
2012	20,564	6,749	5,826
2013	20,383	6,878	6,891
2014	19,936	7,644	7,663
2011 trash and wood elevated due to the tornados that came through in April.			

All waste collected by the successful vendor shall be delivered to the City of Decatur/Morgan County Landfill and applicable tipping fees shall be paid by the vendor to the City of Decatur/Morgan County Landfill. In the event the Decatur City Council changes the Decatur/Morgan County Landfill tipping fees or any other charges related to the use of the Landfill the Contractor shall make the same changes in the monthly charges. All recyclables shall remain the property of the City of Decatur and shall be delivered to the Recycling Center at the City of Decatur/Morgan County Landfill.

PRICING & BILLING

Bid prices shall be provided on the bid price table contained in this document. Pricing for each service should be for each line item and for the initial contract term and the two (2) additional terms. **Total Residential Monthly Charge and the Total Small Commercial Garbage Pick-up Once Weekly Monthly Charge** on the bid price table shall be the amount used for billing purposes from the Contractor to the City. These prices should include any and all charges that will be billed to the City. This total delivered price the City will not pay any amount over these amounts submitted.

After the three (3) year term of the contract, the contract will be extended on an annual basis if there are no changes in the original terms and conditions based on Alabama State Law. The price for the first additional (12) month term will be adjusted using the average of the percentage change from year to year of the annual index value of the Producer Price Index for Solid waste collection, Series Id: PCU562111562111, published by the Bureau of Labor

Statistics, for the (3) previous years. Additional (12) month pricing will be a rolling average of the average percentage change from year to year of the annual index value for the (3) preceding years.

Billing for residential and small commercial customers shall be done the same as currently, through the Decatur Utilities (DU) on the resident's utility bill.

The Contractor shall submit an invoice for payment of services on a monthly basis to the City. City agrees to pay Contractor within thirty (30) days after receipt of invoice. The City agrees to pay the Contractor the bid amounts for services for the number of actual users for that month.

After award, the successful vendor shall be responsible for the provision of all new, lost or damaged carts. These carts shall be consistent in color, size, and other specifications with existing carts when the contract was awarded. Type of two-wheeled refuse containers replacement and additional in both 65 and 95 gallon capacity as required shall be OTTO brand Classic model, or acceptable equivalent. In any case the container and its component parts, at minimum, shall meet all testing standards as set forth by ANSI waste container safety requirements (z245.30-2005), product safety signs and label requirements (z535.4-2005), and waste container compatibility dimensions (z245.60-1999).

The City provides no dumpster pick up services. Dumpster pick up services for residents or commercial customers are not a part of the bid contract.

ADMINISTRATION

The Contractor shall maintain a fully staffed office with a toll free telephone number to be attended at least Monday through Friday, 8:00 am to 5:00 pm. except for the holidays listed above. The Contractor shall maintain, at its cost, a telephone listed in the name by which it does business as the Contractor and shall provide full time, staffed answering service during the times and days referred to herein before. The Contractor shall provide an adequate number of telephone lines so that under normal circumstances there will not be an unreasonable delay to customers trying to contact the Contractor.

The Contractor shall operate a fully equipped maintenance facility with location and sufficient staff to prevent equipment down time that impacts the contractual pick up schedule. The Contractor shall provide and maintain adequate and competent supervision during the performance of the services, and shall appoint a minimum of two (2) local managers who shall be in charge of the services. All directives given by City to the local manager, when consistent with the provisions of the contract, shall be binding upon the Contractor. The Contractor shall further maintain continuous surveillance of the services performed under the contract. If either of the local managers changes the City shall be notified immediately.

Local Manager #1 Name: _____

Office Phone: _____

Cellular Phone: _____

Email: _____

Local Manager #2 Name: _____

Office Phone: _____

Cellular Phone: _____

Email: _____

To insure quality control a 2-tierd complaint system will be utilized. The initial complaint calls go to a City Sanitation Department worker. The residents name, address, contact information, and type of complaint are logged in a spreadsheet. The caller is then transferred to the customer complaint department of the Contractor. This will include the replacement or requests for new carts, missed pick-ups, and any other complaints from residents.

New customers will first call the City, where their customer information will be logged then that information will be forwarded to the Contractor for service purposes and DU for billing purposes.

The successful vendor shall be required to provide the City a quarterly incident reports on the remedy of the complaints logged by the City. These reports shall be reconciled with the information collected by the initial call to the City's Sanitation Department. To cover the City's cost of unresolved complaints and unfulfilled requests the successful vendor shall pay the City the sum of \$200.00 per incident that is not resolved to the satisfaction of the City within 24 hours after receipt of notification of a problem by the City. These penalties shall apply to trash, garbage, recyclables, and cart replacement delivery.

The successful vendor shall negotiate with the City to lease any equipment, structures, and facilities owned by the City that is currently used for the solid waste pick-up program operated by the City. The City reserves the right to accept all lease offers, accept some of the lease offers or reject all lease offers. This equipment shall include all related equipment including all collection carts in use and in the inventory of the City. The lease for any or all equipment, structures, and facilities shall be for (1) one year terms not to exceed a total of (3) years and shall run concurrently with the bid contract. At the end of the lease and bid contract the equipment, structures, and facilities is retained by the City. The successful bidder shall be

responsible for all maintenance, repair, and replacement of any equipment, structures, and facilities under lease from the City. Upon termination of the lease all leased equipment, structures, and facilities shall be returned to the City in normal working order.

The successful vendor shall first offer employment to City employees involved in the residential solid waste pick-up program operated by the City at the time of award that meet the vendor's qualifications. The vendor shall accept applications from all City employees involved in the residential solid waste pick-up program operated by the City and give preferential consideration to hiring those meeting the vendor's qualifications new positions created by this contract or other operations of the vendor. The employment of these employees would commence on or before the start date of the service to be provided by the successful vendor.

Each bidder must furnish satisfactory evidence to the City that it has been continuously engaged in the business of collecting, hauling, and disposing of non-hazardous and non-infectious solid waste for at least the preceding five (5) years, that it will be able to maintain operations and comply with the general specifications referred to herein under all conditions, and that the bidder has all licenses and permits required to allow it to transport and dispose of nonhazardous and non-infectious solid waste. **This evidence shall be a list of at least three (3) municipal customers containing contact information for each reference, services provided, beginning monthly bid price and ending monthly price charged for the term of the contract. If a municipal customer has been under contract for more than five (5) years provide beginning monthly bid price and ending monthly price charged for the term of the contract and services. Further, a list of all municipal customers for which the Contractor is currently providing the services referred to in this contract documents.** Provide this information on separate sheets in your bid submission.

All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, technologies and expertise to perform the services required by the general specifications attached hereto. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel, equipment, technologies, or expertise to conduct and complete the collection, hauling, and disposal services in strict accordance with the specifications. The decision of the City will be final. **Evidence of this requirement shall be a listing of equipment owned or expected to be purchased; number employees to be assigned or hired; any other equipment or materials to be used in the execution of this contract to the satisfaction of the City.** If any expected purchases of equipment are listed proof of acquisition must be provided to the City before commencement of the contract services. Provide this information on separate sheets in your bid submission.

INSURANCE REQUIREMENTS

The successful bidder shall maintain adequate liability insurance, which shall protect and hold harmless the City of Decatur, its officials, employees, and volunteers from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and shall include products and completed operations coverage.

Prior to commencement of services, the successful bidder shall furnish the City with the following separate endorsements, and a certificate of insurance showing all required insurance coverage with companies authorized or licensed to do business in Alabama. A separate endorsement to the general liability policy shall be provided in which the City is designated as an "Additional Insured."

The successful bidder shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive responsible bidder, and hold the original contractor liable for excess costs. All insurers providing the above coverage shall give the City thirty (30) days advance written notice in the event of any non-renewal or cancellation of such insurance (10 days' notice for non-payment of premium). As confirmation thereof, the City must be furnished either a policy endorsement specifically providing for such notice, or a copy of the policy language that gives the City such assurance, or a statement on the insurance agent's, broker's, or insurer's letterhead that the City shall be given such notice.

REQUIRED INSURANCE COVERAGE LIMITS

1. Workers' Compensation Employer's Liability Statutory

Bodily Injury by Accident \$100,000.00 each accident

Bodily Injury by Disease \$100,000.00 each employee

Bodily Injury by Disease \$500,000.00 policy limit

2. Commercial General Liability \$1,000,000.00 each occurrence \$2,000,000.00 aggregate

3. Automobile Liability (Owned, hired, leased, and borrowed Vehicles) \$1,000,000.00 each occurrence

4. Professional Liability/E&O (if applicable) \$2,000,000.00 each claim/occurrence \$2,000,000.00 aggregate

5. Environmental/Pollution Legal Insurance \$2,000,000.00 each occurrence (if applicable) \$2,000,000.00 aggregate

BOND REQUIREMENTS

The Contractor will, within fifteen (15) days after the award date, shall furnish the City a satisfactory performance bond and payment bond in the penal sums equal to the amount of the \$500,000.00 and \$250,000.00 respectively, conditioned that the Contractor will fairly and faithfully perform all undertakings, covenants, provisions and conditions of this Agreement and pay all persons supplying labor and materials in the prosecution of this Project. Payment bond will only be required if the Contractor chooses to subcontract any part of the contract with the approval of the City. Such bond will be from a surety company that is authorized to transact business in the State of Alabama.

TERMINATION CLAUSES

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with ~~thirty~~ 120 calendar day's written notice. In such case, the successful bidder shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

If problems arise that the City deems serious enough if not corrected to be grounds for termination of the contract, the City will notify the Contractor in writing. The Contractor will have 30 days to rectify the problem to the satisfaction of the City. The City reserves the right to suspend or terminate this Agreement and withhold payments in excess of just compensation for completed services if the Contractor fails to properly perform its obligations under this Agreement, or violates any provision of this Agreement. Furthermore, the City may declare the Contractor ineligible for further participation in City contracts. In the event that the City believes that the Contractor is in non-compliance with any provision of this Agreement, the City may withhold payment until the City finds the Contractor to be in compliance, or until the Contractor is otherwise adjudicated to be in compliance.

The Contractor may terminate this Agreement by giving written notice to the City, 120 days before the effective termination date. In the event that the Contractor terminates this Agreement, the Contractor must complete all work in progress prior to the effective termination date, or be held liable to the City for any and all costs, expenses and damages that the City sustains as a result of the Contractor's termination.

NEGOTIATION OF CONTRACT

After selection of the successful Contractor(s) and approval by City Council to negotiate and enter into a contract, the City of Decatur shall negotiate the contract under which the work is to be performed. All items submitted in the proposal shall be subject to negotiation within Alabama law. Additionally, the City reserves the right to enter into single or multiple contract(s) with a selected Contractor or Contractors for any or all of the components of this project.

If negotiations are successful with the selected Contractor, as determined by the City, a contract for service will be prepared. In the event that negotiations are not successful, the City will terminate negotiations in writing and begin negotiations with the next Contractor in descending order of approval to negotiate.

PERFORMANCE CRITERIA

Throughout the term of this contract, the Contractor must have prior approval from the City for any changes to the number of containers, size of container or collection schedule established upon the execution of the contract by both parties. Any change in the number of containers, size of container or collection schedule will be confirmed by the City in writing.

The Contractor shall be mindful that the Contractor is an integral part of a continuing City service to which residents are accustomed and rely on. Therefore, the Contractor shall be positive and cooperative with the City and with its individual residents in meeting their needs for refuse removal.

Contractor and Contractor's representatives shall make every reasonable effort to provide service regardless of errors in customer preparation. Where repeated or substantial mistakes are found, the City shall be notified to initiate corrective measures.

The City will encourage the resident to comply with regulations and approved practices, will provide instruction, educational materials and other public relations efforts, both general and specific. The City will also make personal contact with violators, as the need arises or as requested by the Contractor.

Contractor's collection personnel are to avoid conflict with users, but may answer direct questions when they are certain of the correct answer. Contractor's supervisor or management personnel may respond to the users but must avoid any controversy, statements of policy, or commitments possible, users must be referred to the City for a response, or Contractor shall request the City to contact the user. The Contractor shall pick up any garbage, trash, or other items not contained in the carts but placed on the ground in close proximity of the carts. Notice shall be given to the City of each occurrence for each customer. The City will notify the customer and will take actions to correct any excessive occurrences.

The Contractor, without prior approval of the City, will not initiate any public information program, other public relations effort, or any other form of promotional advertising. Any such effort shall be made available to or extended to the entire City if so requested by the City.

The Contractor shall exercise all reasonable care and diligence in collecting refuse. Collection equipment shall be muffled and operated at acceptable noise levels. Equipment shall be maintained to prevent leaks of oil or other liquids, and any such leaks will be covered immediately and cleaned up quickly. Every effort is to be made to protect persons and property from damage for any cause other than normal wear and tear.

Contractor shall provide such personnel and equipment, including reserves, and develop reasonable route assignments, as to assure adherence to schedules, as determined.

Contractor must exercise due care to avoid dropping of refuse through collector activity and shall immediately at the time of occurrence clean up such spillage, drooping, or scattering.

The Contractor shall observe City Ordinances relating to obstructing streets, keeping alleys or other right-of-way open and protecting same, and shall obey all laws and City Ordinances controlling or limiting those engaged in the work.

The Contractor is granted the right of using the streets or alleys for the purpose of doing work specified in the Contract, but Contractor is not granted exclusive use of such streets or alleys. The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to other users of such streets, alleys or the adjacent properties.

Violations of any of these criteria may be grounds for termination of the contract at the City's discretion after the procedures listed above.

MISCELLANEOUS PROVISIONS

The Contractor will render all services as an independent contractor; it will not be considered an employee of the City, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of a Contractor's proposal, prior to execution of the contract by both parties.

The parties hereto agree that any contiguous areas annexed by the City during the term of the contract shall be included within the service area and the Contractor shall charge at the same per unit rate as the bid.

Work under the contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control. In the event of such a flood, hurricane or other Act of God, the Contractor and the City will negotiate payment to be made to the Contractor for collection and disposal of any increased volume.

The Contractor shall provide back door pickup for garbage at no extra charge for a maximum of 5% of the total residential customer count to allow for customers with disabilities or those who are otherwise unable to move containers to the curbside right-of-way. The City shall approve those residents eligible for this service.

The Contractor shall waive monthly fees for Social Security exempt residents. Proof is required that the only income that a household receives is Social Security, and re-application must be made each December to continue the exemption. Extreme hardship cases are also considered. The City shall determine Social Security exempt residents and extreme hardship cases.

If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

The Contractor's bid response, bid addendums, contract, mutually agreed upon contract amendments and City directives shall constitute the entire agreement between the Contractor and the City.