



REQUEST FOR BID

FOR
BID NO. 024-10

SOLID TRASH COLLECTION AND DISPOSAL

FOR THE

City of Riverside

RIVERSIDE, ALABAMA

ITEM I

Sealed proposals will be received by the City Clerk until **September 3, 2024, at 10:00 am** and will be opened and read at **5:00 pm on September 3, 2024**, in the regularly scheduled Council Meeting held at Riverside City Hall, located at 379 Depot Street, Riverside, Alabama 35135.

Questions or comments pertaining to this proposal must be presented in writing or sent as E-mail to the attention of the City Clerk, Candace Smith, e-mail: riversideclerk@riverside-al.com, 379 Depot Street, Riverside, AL 35135 no later than Five (5) working days prior to the proposal opening or will be forever waived.

RFB documents will be available and may be obtained by emailing: riversideclerk@riverside-al.com. Specifications are on file and may be seen in the Clerk's Office of the City of Riverside, Alabama, 379 Depot Street. Prior to opening, RFB packages may be viewed online or picked up at that location during normal operation, between 9:00 am and 4:00 pm local time.

The City of Riverside is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public proposals.

No proposals will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing Board, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current State business license prior to proposal being awarded. No proposals shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Riverside, St. Clair County, Alabama.

City of Riverside
By: Candace Smith
City Clerk

Posted 08/ XX /2024
Bid Deadline: 09/03/2024

ITEM II

Purpose

The City of Riverside is seeking proposals from qualified firms, hereinafter referred to as the bidder, for the purpose of curbside collection and disposal of residential solid waste, garbage, trash and recycling within the City of Riverside corporate limits, per all applicable regulations. The successful bidder agrees to furnish all necessary labor, tools, equipment and materials required to perform and complete all work required for the purpose listed above in full accordance with the specifications, terms, and conditions contained in this Request for Proposal (RFB).

Information or Clarification

For information concerning procedures for responding to this RFB, contact City Clerk, Candace Smith at 205-338-7692 Ext. 4. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

Questions and Addendum

Any questions wished to be addressed and which might require an addendum must be submitted to the City of Riverside City Clerk in writing at least 5 days prior to proposal due date. Any verbal statement regarding same by any person prior to the award shall be unauthorized and not binding.

Site Visit

There is no pre-proposal conference or mandatory site visit scheduled. However, it is recommended that bidders inspect the location prior to submission of a proposal. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of the proposal is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

Competency of Bidders

Proposals shall be considered only from firms that have been continuously engaged in providing services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

Contract Term

The initial term of this contract shall be three (3) years with option to renew/extend for additional periods. This contract is estimated to begin on November 1, 2024, and end October 31, 2027. The City may offer the option to renew the contract for up to three (3) additional one (1) year terms, providing both parties agree to the extension with all the terms, conditions and specifications remaining the same.

Cost Adjustment

The total cost per customer as quoted herein shall remain firm throughout the contract term. Costs for any extension terms shall be subject to an adjustment only if increases occur in the Consumer Price Index (CPI) for the industry. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract extension date. Any approved cost adjustments shall become effective upon the extension date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

Price

Bidder will quote a firm, fixed cost per customer on the Bid Proposal page. Pricing shall include all costs associated with collection and disposal, such as but not limited to: labor, equipment, fuel charges, management, testing, permitting, etc.

Evaluation/Award

Award will be made to the responsible bidder quoting the lowest total cost to the City. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. It is anticipated that an award will be made within 30 days of proposal opening. A copy of the proposal tabulation will be sent to any vendor who provides a self-addressed, stamped envelope with their proposal.

General Information

The City of Riverside reserves the right to waive any informalities or minor defects or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals. Any proposal received after the time and date specified shall not be considered. No bidder will be permitted to withdraw its proposal between the closing time for receipt of proposals and the execution of contract.

The City of Riverside will, at its option in awarding this contract in compliance with Section 41-16-50, Code of Alabama 1975, award the bid to a supplier within its City Limits, if the bid is no more than three percent greater than the lowest responsible bidder.

The City of Riverside may include in the specifications minimum service times and requirements. Should the vendor fail to perform service within the time allotted or meet minimum requirements specified in the proposal documents, the City may, at its option, exercise its right to deduct from the vendor's billing, as specified in the section Failure to Collect Refuse. This amount is fixed and agreed upon by the successful bidder and the City because of the impracticability and extreme difficulty in ascertaining the actual damages the City would sustain in such an event.

Signing of the proposal sheet by the vendor and subsequent acceptance by the City of the lowest responsible proposal will constitute a binding agreement between the City and the Vendor. The Vendor understands and agrees that no contract payment will be made until the City certifies that all stated specifications have been complied with and the services have been performed in full and approved by the City.

Proposals will be evaluated and submitted to the City Council for approval as soon as possible after proposal opening. All bidders will be notified of results in writing.

Upon award of the contract to the successful bidder, the City will send duplicate, complete sets of contract documents, which will include the final agreed upon price. The Vendor will then sign the duplicate sets of Contract Documents and return them for signing by the City. Each party will retain a fully executed set of contracts.

The Successful bidder agrees to protect, defend, indemnify, and hold harmless the City of Riverside and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Successful bidder under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

INSURANCE AND LICENSE REQUIREMENTS

Insurance

Any firm performing work on behalf of the City of Riverside must provide proof of Worker's Compensation insurance.

A. Commercial General Liability Insurance

General Liability:

\$1,500,000 - Bodily injury and property damage combined occurrence

\$1,500,000 - Bodily injury and property damage combined aggregate

\$1,500,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation,

Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$5,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

Statutory

Umbrella Coverage:

\$10,000,000 - Each occurrence

\$10,000,000 - Aggregate

Added Additional Insured by Endorsement:

Riverside, Alabama

30 day(s) written cancellation notice

Successful bidder shall furnish to the City Clerk or the City Clerk's designee a "Certificate of Insurance" prior to the commencement of any work as described in Item II (A) evidencing said policy or policies of insurance for each insurance company providing coverage to Successful bidder showing the required insurance to be in force and certifying that said insurance will not be cancelled, non-renewed or materially changed without first giving the City thirty (30) days advance written notice of any such cancellation, nonrenewal or material change; and deleting from the Cancellation Clause of the Certificate of Insurance any language that the required notice will "endeavor to" be given and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." In the event of any cancellation, nonrenewal or material change in the insurance coverage about which the City receives notice, the City shall have the option of cancelling the contract immediately.

The City shall be named as an additional insured on the above named policies, excluding Workers Compensation.

License

The successful bidder will be required to have a current State of Alabama License and a City of Riverside Business License.

Legal Conditions

All providers shall certify that collection procedures used in the City of Riverside will comply with all local, state and federal laws and regulations. Local rules and regulations include those of the St. Clair County Health Department which are in existence at the commencement of operations.

Operations Office and Telephone

The Successful bidder will maintain, at its cost, a telephone listed in the name in which it does business, said telephone to be manned (not recorded answering service) Monday through Friday 8:00 A.M. to 5:00 P.M., except for designated holidays, to receive service complaints or comments from Riverside residents.

Service Issues

The City Administration will forward all complaints or questions from the public concerning service issues; and as needed, will contact the Successful bidder for assistance in resolving the issue. Any calls made by residents directly to Successful bidder shall be courteously handled with the appropriate action. The Successful bidder shall act upon all reasonable and valid complaints within twenty-four (24) hours. The City, or its designated agent, shall have the right to determine fully the true validity of any complaints made by the residents as to the failure of the Successful bidder to collect material in accordance with this agreement. The City's decision thereon shall be final and binding upon the Contractor.

Legal Holidays

Legal holidays may be observed by the Contractor. The Successful bidder shall be responsible for informing the City as well as its residents of the delayed holiday service in a timely manner. When no collection services are provided on the holiday, or for any other reason such as in the event of war, acts of God, or other unavoidable acts or events beyond the control of the Contractor, the Successful bidder shall make provisions immediately before or after the date of non-collection to "make-up" the day lost and return to the normal schedule within the next three working days after the day of non-collection.

Personnel & Equipment

The Successful bidder shall certify that all vehicle drivers have experience, safe driving records, and either have, or will have commercial driver's licenses in accordance with applicable laws. The Successful bidder and its employees will comply with the Drug and Alcohol Policy of the City of Riverside
Trucks shall be clean, well painted and well maintained, and shall have painted on their doors (or at some other place approved by the City), the name and telephone number of the Contractor. The equipment shall be in such condition that the schedule of collection can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from the prescribed schedule. Vehicles found to be leaking mechanical fluids or liquids from collected waste are subject to being stopped and must be repaired or substituted for another vehicle to complete the interrupted route. The cost of all equipment, its operation, maintenance and upkeep shall be the responsibility of the Contractor.

Collection of Material

The successful bidder will collect and dispose of at a Solid Waste Disposal Facility from containers located at the curbside of each residence of households within the City at a frequency of one (1) time per week; Monday through Friday, fifty-two (52) weeks per year. Customers must have a normally scheduled collection day and must be serviced on that day unless said collection day falls on a holiday exempt from collection services. In which case service must be scheduled for the following workday. Customers must receive a minimum of 30 days' notice, in writing, of a change in their normally scheduled collection day.

The Successful bidder shall promptly and prior to leaving site remove from public or private property any garbage or debris spilled by Contractor's careless or reckless handling, or otherwise spilled in any manner by Successful bidder during collection. The Contractor's drivers shall be obligated to note and report any damaged carts to Successful bidder as an aid in the replacement and repair of damaged carts.

Garden Rubbish Collection and Disposal Services

The successful bidder must collect and dispose of at a Solid Waste Disposal Facility, Garden Rubbish located at the curbside of participating households within the city at a frequency of one (1) time per week; Monday through Friday, fifty-two (52) weeks per year. Customers must have a normally scheduled collection day and must be serviced on that day unless said collection day falls on a holiday exempt from collection services. In which case service must be scheduled for the following workday. Customers must receive a minimum of 30 days' notice, in writing, or a change, in their normally scheduled collection day.

The successful bidder may require that all grass clippings and leaves be bagged. The successful bidder is not required to collect any tree branches and trimmings exceeding six (6) inches in diameter and/or forty-eight (48) inches in length. The successful bidder may not require that any material be bundled and tied. This service must be at the Customer's option.

Assignment and Sub-letting

The Successful bidder will not assign the contract or sublet as a whole or in part without the written consent of the City of Riverside. Such consent does not release the Successful bidder from any of its obligations and liabilities under the Contract.

Billing and Fee Collection

The City will be responsible for all residential billing and collection of fees, and the Successful bidder will be responsible for all commercial billing and collection of fees. The City will remit to the Contractor, within thirty (30) days of the close of the month, the amount collected for services, except that the City shall retain no more than \$3.00 per can, per month.

ITEM III

Basis of Proposal

Base Proposal

The respondent's proposal must address the following service items, including applicable rates for service:

- a)** Collection and disposal of residential household solid waste. Contractors will provide 95-gallon wheeled containers, one for each residence, for weekly curbside garbage collection and disposal. Estimate of subscribers is 800.
- b)** Collection and disposal of residential household solid waste along with garden rubbish collection and disposal.
- c)** Successful bidder will provide, at no cost to the City, the following:
 - i.** One (1) dumpster with a minimum capacity of four cubic yards at the following city location:
 - Riverside Water Shop. It is preferred that dumpsters are emptied at least once weekly.
 - ii.** A quarterly, 40-yard dumpster (or equivalent) for 7 days placed at a designated location near Riverside City Hall, and shall be collected, emptied and returned, on alternating days, for the duration of the calendar week. The quarterly delivery schedule will be set annually with the City's representatives.
 - iii.** Two waste containers at City Hall with pickup at least one time weekly.
 - iv.** Two waste containers at Riverside Landing with pickup at least one time weekly.
 - v.** Alternatively, if the respondent is unwilling to provide these public facilities free of charge, the respondent must indicate the cost of dumpster and service to the City for the same. Should the respondent choose not to provide the service of a quarterly 40-yard dumpster at their expense, a price shall be given for a 15-yard dumpster in place of the four yard dumpster at Riverside Water Shop.
- d)** Respondent will describe in reasonable detail its plan for transitioning residential service from the current service provider, including respondent's schedule for implementation of its service.

ITEM IV

Submission of Proposal: It will be the sole responsibility of the Bidder to ensure that their proposal reaches the City of Riverside – City Clerk (379 Depot Street, Riverside, Alabama 35135) prior to the proposal cutoff date and time listed below.

Do not submit by email or facsimile. Facsimile and emailed proposals will not be accepted.

All proposals, including Item V Proposal Sheet, shall be submitted on or before September 3, 2024, at 10:00am to:

The City of Riverside – RFB 024-10
Attn: City Clerk
379 Depot Street
Riverside, Alabama 35125

**All proposals shall be sealed and clearly marked on the lower left-hand corner:
“BID 024-10 – Solid Trash Collection and Disposal”**

ITEM V

PROPOSAL SHEET

This Proposal Sheet must be completed, signed and submitted with your proposal.

Date _____

RESPONDENT: _____
(COMPANY NAME)

RFB Bid 024-10

RFB for Solid Trash Collection and Disposal

a) Residential household solid waste collection and disposal.

_____ per can, per month.

b) Residential household solid waste and garden rubbish collection and disposal.

_____ per month.

c) Public facilities:

i. Riverside Water Shop four-yard dumpster _____

ii. Quarterly, 40-yard dumpster (or equivalent) _____

iii. Two waste containers at City Hall _____

iv. Two waste containers at Riverside Landing _____

_____ total per month.

e) Respondent will describe in reasonable detail its plan for transitioning residential service from the current service provider, including respondent’s schedule for implementation of its service.

Vendor Certification: I, the below signed, hereby agree to furnish the required article(s) or service(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all specifications and fully understand what is required. By submitting this proposal, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with any other bidder(s) and have not colluded with any other bidder(s) or parties to this proposal. I certify I am authorized to contractually bind the bidding firm.

AUTHORIZED REPRESENTATIVE SIGNATURE

Representative Name _____

Address _____

City _____ State _____ Telephone _____

Email _____

FEIN _____

This Proposal Sheet must be completed, signed and submitted with your proposal.

