

# SEALED BID

# CITY OF MOBILE

# BID SHEET

**Do Not Return Via Email or Fax**

**Purchasing Department  
and Package Delivery:**

**This is Not an Order**  
.....

Mailing Address:  
P. O. Box 1948  
Mobile, Alabama 36633  
(251) 208-7434

**Government Plaza  
4th Floor, Room S-408  
205 Government St.  
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

**READ TERMS AND CONDITIONS  
ON REVERSE SIDE OF THIS PAGE  
BEFORE BIDDING**

Typed by: en Buyer: 002

**Please quote the lowest price at which you will furnish the articles listed below**

DATE <u>07/20/2023</u>	BID NO. <u>5828</u>	DEPARTMENT <u>Public Works</u>	Commodities to be delivered F.O.B. Mobile to: <u>As Directed</u>
---------------------------	------------------------	-----------------------------------	---

**This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, August 10, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center"><b>RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES</b></p> <p>The City of Mobile ("City") is seeking bids to select a Contractor to perform residential garbage and trash collection and disposal services for approximately <b>6,658</b> homes ("Customers") in three areas listed on the maps in Exhibit A. Bids are due by mail or delivery, received by the City by <b>12:01 pm, August 10, 2023</b>, to the following location: Government Plaza, 205 Government St, South Tower, Purchasing Dept, 4<sup>th</sup> Floor, Room S-408, Mobile, AL 36644.</p> <p>The service areas were annexed into the City by citizen election on July 18, 2023. The City is issuing this request for bids on the expectation that contract award will be made not later than September 1, 2023, with service to begin by October 1, 2023.</p> <p>Contract award shall be made to the responsive and responsible bidder submitting the lowest total monthly unit pricing per residence/Customer for all services in all areas. The initial term of the contract shall be for a period of three years. City has the discretion to award all, some, or none of the areas.</p> <p>City will have the option to terminate for non-performance with notice and 30-day opportunity to cure performance defects. Contractor may be required to provide City a performance bond upon notification of intent to award equivalent to award value of two-months of service. Vendors are to price their bid both with and without a performance bond. City has the exclusive discretion to select the lowest price option most advantageous to the City.</p>					
	Page 1 of 2		<b>TOTAL</b>			

**RETURN ONE SIGNED COPY OF THIS BID  
IN ENCLOSED ENVELOPE**

State delivery time within \_\_\_\_\_ days of receipt of P.O.

Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

We will allow a discount \_\_\_\_\_ % 20 days from date of receipt of goods and correct invoice of completed order

Type or Print Name \_\_\_\_\_

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or [cityofmobile.org/business-license-overview/](http://cityofmobile.org/business-license-overview/)
15. IF a bid bond is required in the published specifications, see below:  
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See [www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx](http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx). Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at [www.cityofmobile.org/services/business/bids/](http://www.cityofmobile.org/services/business/bids/). It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), **except** federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

# BID CONTINUATION SHEET

Page \_\_\_\_\_ of \_\_\_\_\_

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p style="text-align: center; color: red; font-weight: bold; font-size: small;">Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.</p> <p style="text-align: center;">Page 2 of 2</p> <p>Bidders must comply with all of the submission requirements to be eligible for bid award, to include timeliness and completeness (submission of all required documentation and signatures).</p> <p>The City will hold a <b>mandatory</b> pre-bid conference on <b>July 26, 0830</b>, at City of Mobile, 1900 Hurtel St, Mobile, AL 36605. Bidders must attend this conference to be eligible for award of this bid. Attendance may be by any designated representative of the bidder who must be present for the entire conference.</p> <p>The following document contains the complete specifications and submission requirements.</p> <p>Questions regarding this Bid must be sent by email to <a href="mailto:Purchasing@CityofMobile.org">Purchasing@CityofMobile.org</a> not later than 4:00 pm, Friday, July 28, 2023.</p>					
			<b>TOTAL</b>			

**RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE**

**READ ABOVE INSTRUCTIONS BEFORE QUOTING**

Firm Name \_\_\_\_\_

By \_\_\_\_\_

We will allow a discount \_\_\_\_\_ % 20 days from date of receipt of goods and correct invoice of competed order.

CITY OF MOBILE BID  
RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES

A. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.
2. Contractor shall have all required licenses and permits, to include a City of Mobile business license and permit for collection and transportation of solid waste.
3. Contractor shall have at least five years' experience in scheduled municipal solid waste and trash collection services.
4. Contractor must have a base of operations within Mobile County and must currently be providing residential services in at least one of the mapped areas.
5. City has the option in its sole discretion to require from Contractor, at contract award, a performance bond acceptable to the City, equal in value for two months of service for the agreed upon number of Customers at the unit pricing indicated in the bid.
6. Contactor shall have the capacity at bid award to complete the work requirements of this bid. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors.
7. Contractor will be required to indemnify the City and carry the City as an additional insured in adequate amounts to be determined by the City for general commercial and umbrella liability, automobile liability, and workers compensation.
8. Contractor will be required to comply with federal and Alabama immigration law and enroll in E-Verify.
9. Contractor will be required to not engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
10. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

## B. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the regular scheduled service of residential properties within the mapped areas, or some subset of the mapped areas, for once-per-week collection of curbside residential garbage (defined in 2.g.1 below) and every-other-week collection of residential trash (defined in 2.g.2 below) and transport and disposal at the designated disposal locations. locations: Contractor must transport and dispose of garbage at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. Contractor must transport and dispose of trash at the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695.

2. General Performance Expectations. Contractor will provide service according to the definitions and standards found under the current City provided garbage and trash service. Contractor is to provide all resources to complete the service, except as otherwise listed as a City responsibility below.

a. Contractor must provide the service in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment adequate to provide efficient service on narrow residential and busy commercial streets in proximity to vehicles, poles, sidewalks, mailboxes, other residential structures, and overhanging lights, wires, trees, and vegetation. Excessive accidents, damage, spillage, missed Customers, unreliable service, or otherwise poor service that does not reflect well on the City will be cause for termination. The professionalism required includes Contractor interactions with City staff, Customers, pedestrians and motorists, and disposal site operators. City will approve Contractor proposed uniform and markings.

b. Contractor must provide local management immediately responsible for Contractor operations and responsive to City communications.

c. Contractor must take reasonable care to limit spillage, and must clean up or immediately report to the City all significant debris or spillage left by Contractor operations.

d. Contractor will provide service only for single family residences and multi-family residences of four units of less within the designated service area. The total approximate number of individual residences is **6,658**. The maps in Exhibit A break out the numbers by Map Area. For billing purposes, City and Contractor will agree upon the specific number of residential service stops, which may be updated as necessary upon mutual consent of City and Contractor. City shall have the final say on number of service stops for service and billing purposes.

e. Contractor must collect garbage left by Customer in City-provided and marked 96-gallon carts at an accessible curbside location when Contractor passes the residence on route day. Contractor must empty no more than two such carts at each residence.

f. Contractor must provide door-to-door cart services for residences specified by the City, which includes retrieval of the full cart from an accessible position immediately adjacent to the residential structure, emptying of the cart, and return of the cart to the original location.

g. Contractor should refuse service for Customers with non-compliant waste that fails to adhere to the following rules.

(1) For household garbage service, contents must fit in the provided garbage cart. Contents should not include construction materials, metal, concrete, sod, sand, dirt, rocks and plaster, and should not contain hazardous waste, hot ashes, flammable products, chemical products, liquid paint, toxic materials, automobile parts, batteries, or dead animals.

(2) For trash service, contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two cubic yards.

h. Contractor will refer Customers for whom Contractor denies service, or when Customers request additional service such as a second cart, additional trash service beyond the two cubic yard amount, or pickup of electronics or appliances, to the City for resolution and City follow-up communication and scheduling with Customer for City crew service. City will work with Contractor to implement an efficient Customer-responsive process for these services.

i. Contractor will courteously receive Customer complaints or claims and has the discretion to immediately resolve the complaint to Customer's satisfaction or timely refer the complaint to the City.

3. Route Planning and Management. Contractor will develop and provide for City approval a route plan for once-per-week residential garbage pickup and every-other-week residential trash pickup. Residences must be provided service on the same day of the week during the service week to provide customer predictability in receiving service. Contractor may vary the time of service at any residence during the route service day as necessary to accommodate efficient Contractor operations. Contractor will be required to obtain City approval for any changes to route plans.

a. Contractor will immediately notify City of any deviation from scheduled route service.

b. Contractor will schedule regular route service to occur between the hours of 6:00 am and 5:00 pm, Tuesday through Friday, consistent with other regular City scheduled service. Monday and Saturday service may be used as backup/makeup service days when necessary and approved by the City.

c. Contractor will be required to observe the holidays and make-up days that City crews observe to simplify messaging for City customers, unless the City otherwise specifically approves alternate Contractor route scheduling.

d. Contractor will be required to use the City's work order system (currently Nexgen).

e. Contractor will have a functional video capture system to document for City review service performance, skipped pickups, or other service issues.

f. City may, in its discretion, at mutually agreeable rates and within the capacity of Contractor, task Contractor for additional pickup and disposal services.

g. City may request Contractor performance of more frequent route service on any or all of the scheduled routes, dependent upon Contractor capacity to perform. City agrees to pay prorated additional per-month rates for increased frequency. For example, if transition from every-other-week to weekly trash service results in five vs two service visits, and Contractor's monthly trash pickup rate for the two visits is \$10 for that month, Contractor's prorated amount per visit is \$5, and Contract may charge an additional \$15 for the three additional service visits that month.

4. Reports. Contractor will report the following to the City on a mutually agreed upon schedule and format:

a. Disposal site tipping visits and amounts.

b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.

c. Damages caused by operations, including claims, reports, diagrams, photos, settlements, or amounts.

d. Significant issues, mishaps, customer complaints.

5. City Obligations. City will provide the following:

a. A City point of contact for all Contractor performance issues.

b. Purchase and deployment of new 96-gallon plastic roller garbage carts to all collection residences.

c. List of all residences to be collected by Contractor, to include any residents that need special door-to-door cart placement service and any residents with more than one cart per residence.

d. Deployment of additional and replacement carts as requested by Customers.

e. Disposal fees and locations. City will pay for all disposal fees directly to the disposal site. For garbage, Contractor must transport to and dispose at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. For trash, Contractor must transport and dispose to the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. Contractor must be especially careful to not intermix City garbage

and trash with non-City -sourced garbage and trash in Contractor loads billed to the City. Contractor will be required to work with City to ensure accurate reporting and billing of disposal fees.

f. All Customer notifications regarding service holidays, service and schedule changes, and policies.

g. A 311 Customer reporting system for service requests, comments, complaints, and a work-order software system (currently Nexgen) for communicating tasking.

h. Tasking to Contractor for any service issues or changes.

### C. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City monthly at monthly unit pricing for the agreed upon number of Customer residences on the service list.

a. Contractor will bill monthly garbage pricing for weekly garbage service and monthly trash pricing for every-other-week trash service.

b. Contractor may bill per every listed Customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular pickup day.

c. Contractor will bill City for Customers with two carts the same amount as Customers with one cart.

d. Contractor will bill for Customers with door-to-door service at the same rate as curbside service customers.

e. Should City task additional services, or additional frequency of pickup, Contractor will itemize such additional charges at agreed upon pricing.

2. Payment. City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

### D. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the



discretion of the City.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the requisite qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, request additional information in to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons to be involved in contract work performance.

2. Information demonstrating at least five years of experience in municipal garbage and trash collection services, to include dates, customer, and nature of services performed. Indicate also where in the designated Service Areas the bidder currently provides residential garbage or trash services.

3. A list, including description, of supporting equipment owned or on long-term lease.

4. A plan for how Contractor intends to schedule and perform the work required for all areas with Contractor's equipment and personnel.

5. How Contractor will employ subcontractors, if any.

6. Other relevant contractor qualifications and certifications.

b. Bid Sheet. Contractor must complete and the bid amounts for unit monthly pricing, per Customer/residence, for:

1. Weekly garbage service.

2. Every-other-week trash service.

3. Weekly garbage service incorporating performance bond.

4. Every-other-week trash service incorporating performance bond.

c. Signature and Certification of acceptance of Bid terms. All Bidders must sign and date bid where indicated

## E. BID SELECTION PROCESS

1. Selection. City will select the responsive Bid from the responsible Bidder with the lowest total monthly unit garbage and trash pricing (either with performance bond reflecting two months of service for the number of Customers, or without performance bond, at the City's discretion) for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.
2. City retains the sole discretion to determine whether a bidder has the capacity and capability to perform the required service, and to disqualify any bidder that the City in its sole and exclusive discretion, determines to not be qualified to perform the required service.
3. City may at its sole discretion award a backup, contingency contract to the second lowest responsive and responsible bidder, to provide additional backup garbage and trash residential pickup services to supplement Contractor services.
4. Contract. City will expect Bidder to enter into a three-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.
5. Performance. City expects to Contract to begin service within 30 days of contract award, but not later than October 1, 2023.

F. BIDDER PRICING FORM AND ASSURANCE

**Monthly pricing per service per pickup Customer/Residence**

Weekly Garbage Service \$ \_\_\_\_\_ per month, per pickup Customer

Every-Other-Week Trash Service \$ \_\_\_\_\_ per month, per pickup Customer

**Total Garbage & Trash(sum of above)** \$ \_\_\_\_\_ per month, per pickup Customer

\*\*\*\*\*

**Monthly pricing per service per pickup Customer/Residence: Including Performance Bond:**

Weekly Garbage Service (w/Bond) \$ \_\_\_\_\_ per month, per pickup Customer

Every-Other-Week Trash Service (w/Bond) \$ \_\_\_\_\_ per month, per pickup Customer

**Total Garbage & Trash(sum above w/Bond)** \$ \_\_\_\_\_ per month, per pickup Customer

\*\*\*\*\*

By signature below, bidder understands and accepts the terms of the Request of Bids and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.

This Price Bid Form is hereby submitted by the undersigned

\_\_\_\_\_  
Printed legal name of Bidder Entity

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

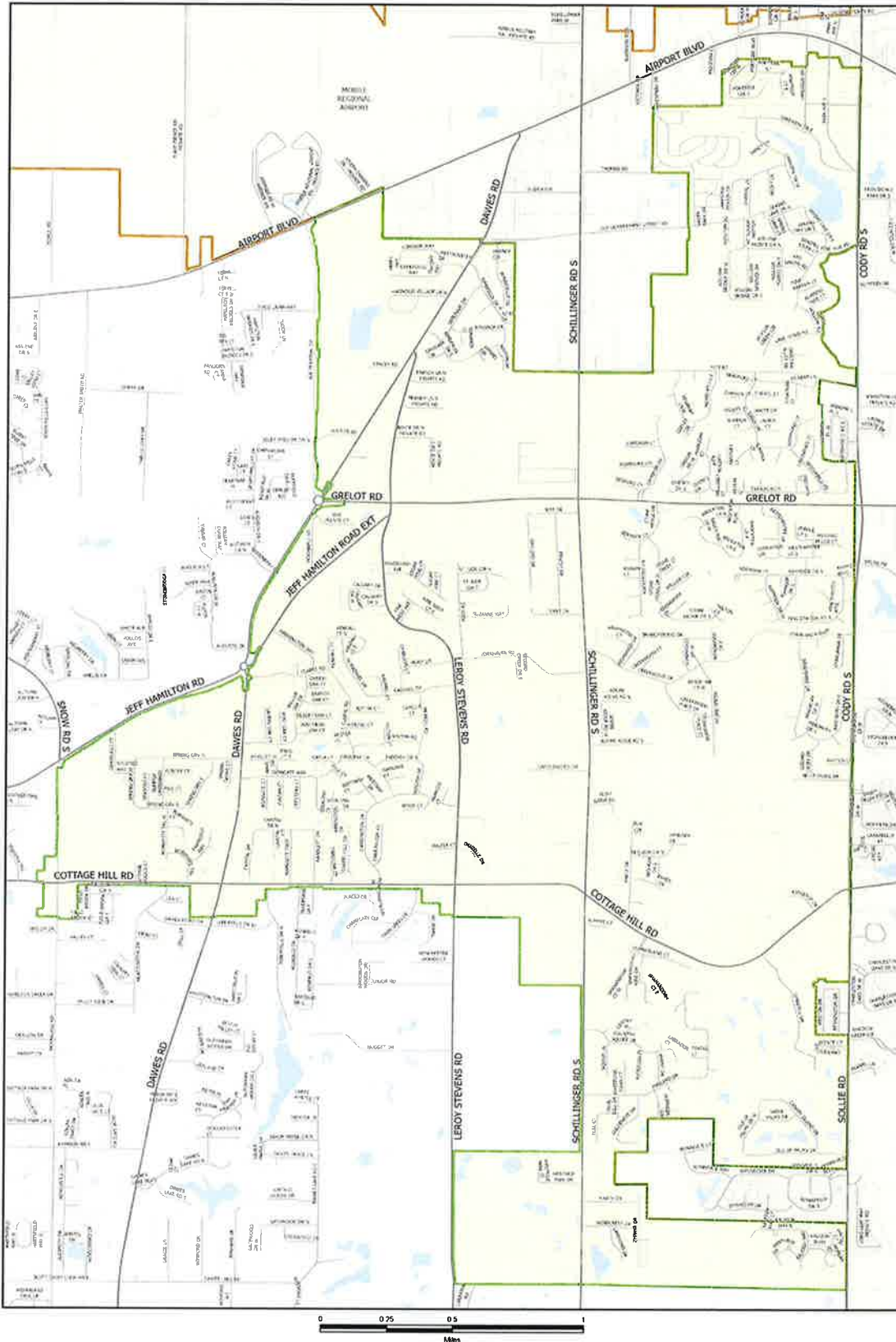
# EXHIBIT A

# AREA MAPS

- Area
- Mobile Corporate Limits



Print Date: 5/12/2023

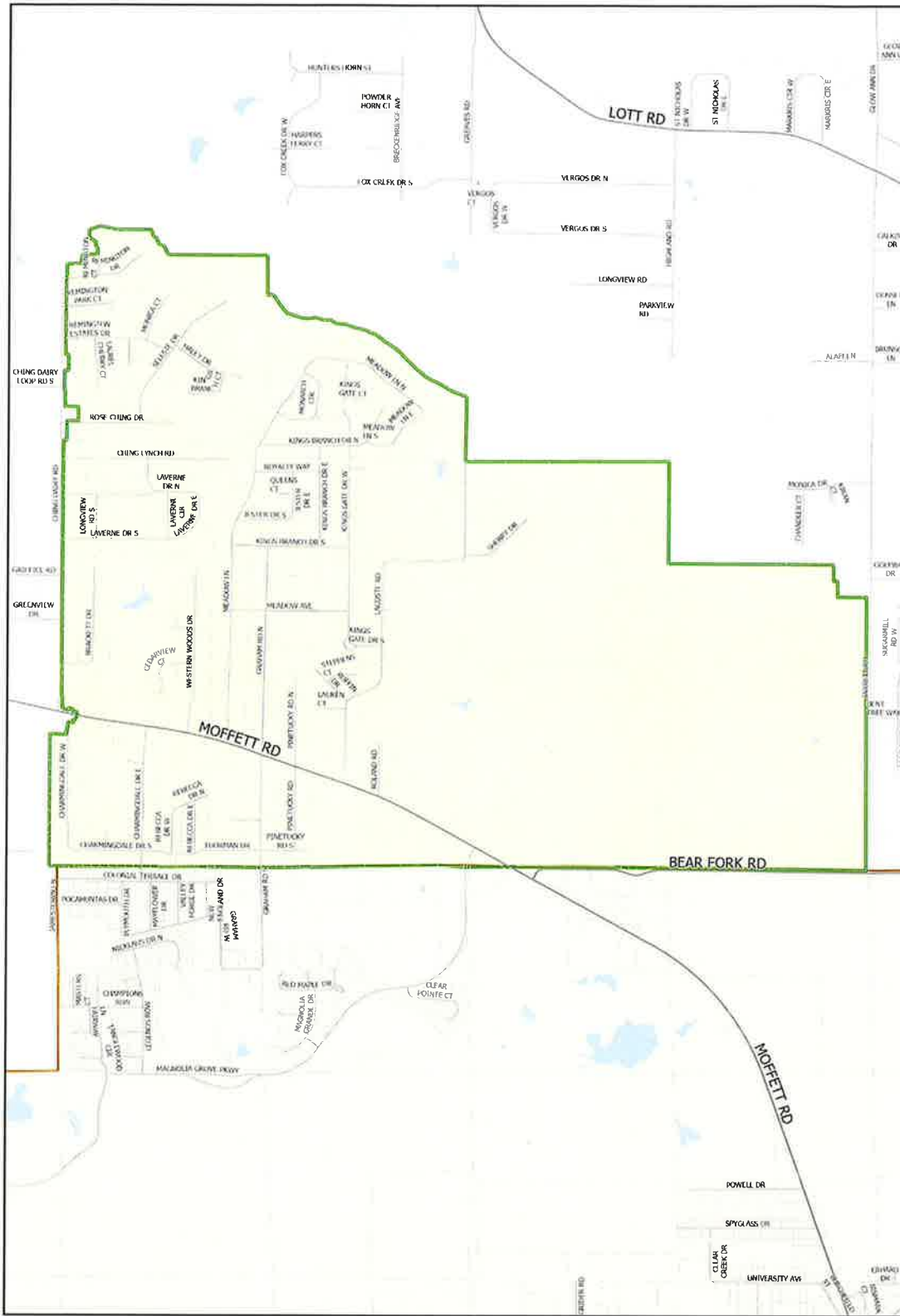


**SERVICE AREA 1 Cottage Hill Service Customers = 5,000 + 448 mobile homes**  
**Page 2 of 4**

Area  
Mobile Corporate Limits



Print Date: 5/12/2023

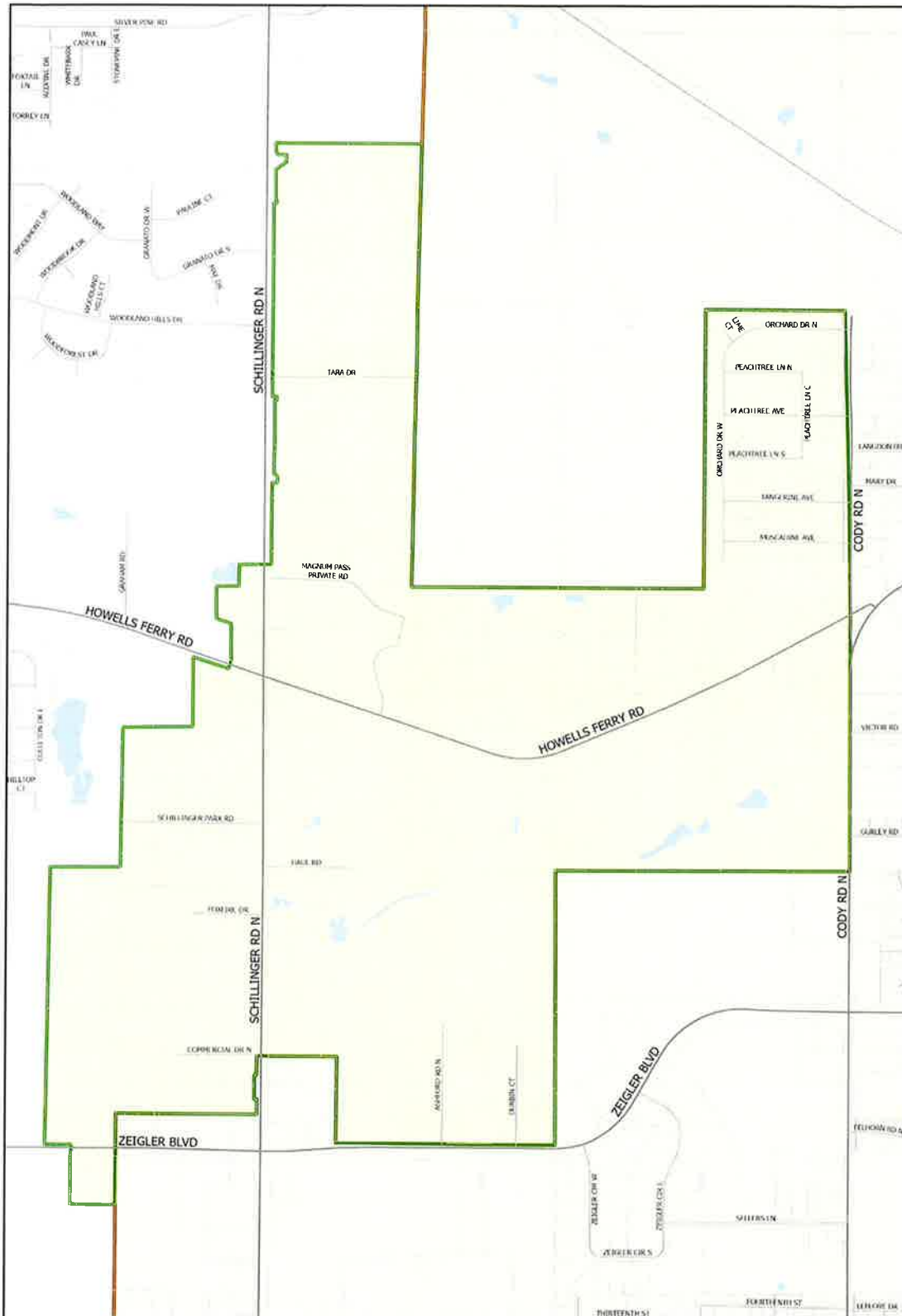


**SERVICE AREA 2 Kings Branch Service Customers = 962**

Area  
Mobile Corporate Limits



Print Date: 5/1/2023



**SERVICE AREA 3 Orchard Estates    Service Customers =216+32 mobile homes**  
Page 4 of 4



## PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

**This is a sealed bid. Any responses faxed or e-mailed will be rejected.**

**This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.**

**Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.**

**It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.**

**Be sure to read the Terms and Conditions.  
All bids are F.O.B. destination unless otherwise stated.**

**Be sure to sign your bid!**

**Package/Bid Delivery Address:  
Purchasing Department  
205 Government St. Room S408  
Mobile, AL 36644**

**(Request First Delivery)**