

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Purchasing Department
and Package Delivery:

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

This is Not an Order

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

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below			
DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/31/2025	6010	PUBLIC SERVICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. FRIDAY, NOVEMBER 21, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cen
	RECYCLING EQUIPMENT RENTAL AND HAULING FOR CITY OF MOBILE RECYCLING CENTERS AS PER THE FOLLOWING AND ATTACHED. Vendor to return complete package with your response, including these sheets. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the 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 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. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number
Email Address

Firm Name

Signature

We will allow a discount % 20 days from date of receipt of goods
and correct invoice of competed 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/
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. 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/. 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 Aabama, 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

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase documents issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
			TOTAL			

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

**Recycling
Equipment Rental & Hauling**

BID # 6010

BID DUE DATE – 12:01 PM, FRIDAY, NOVEMBER 21, 2025



City of Mobile
Recycling Equipment Rental, Operation, & Hauling
BID #6010

INVITATION TO BID

Notice to Contractors:

Sealed bids for the below project will be received by the City of Mobile Purchasing Department, 205 Government Street, 4th floor South Tower, Mobile, AL, 36602, until **12:01 pm local time, Friday, November 21, 2025**, and then publicly opened and read in the City of Mobile Purchasing Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location :

Bid Number:

Project:

Project Description: Recycling Equipment Rental & Hauling
Rental and Transport of Single-Stream Recycling Receiver
Bins from Mobile, AL, to Material Recycling Facility in Baldwin
County, Alabama.

Contract documents and specifications for work may be found at the City of Mobile web page: www.cityofmobile.org/bids.

The City of Mobile operates a system of public drop-off 40-yard recycling bins placed in three locations on City-controlled property. These bins are located at 4851 Museum Drive, at the City's Western Administrative Complex, in Langan Park, across Museum Dr. from the Mobile Museum of Art, 308 Pinehill Dr. between Government St. and Airport Blvd., behind Police Headquarters, and at 1750 Dauphin Island Parkway.

The bins collect unsorted, dry, consumer-generated recyclables. The bins are connected to WasteQuip Model 245IP stationary compactors, which are owned by the City of Mobile and operated by City attendants. Potential bidders are invited to view the sites at their discretion.

The City intends to hire a Contractor to provide the bins, and to transport the content of the loaded bins to the Baldwin County Materials Recovery Facility (MRF), 15093 Landfill Dr., Summerdale, AL 3650.

The City also desires, as an optional item, to engage the rental and hauling Contractor, to provide preventive maintenance services, and on-call repair services, for the City-owned compactors.

Current recycling volumes are provided in the enclosed bid specifications.

All bids must be submitted on the attached proposal form.



City of Mobile
Recycling Equipment Rental, Operation, & Hauling
BID #6010

Written questions regarding this bid opportunity must be submitted by **5:00 pm Thursday, November 13, 2025** to Purchasing@CityofMobile.org.

At the time of the signing of the Contract, the Contractor must furnish to the City a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The Contractor will also be required to possess a City of Mobile business license, and evidence of enrollment in E-Verify.

The City reserves the right to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Bids must be submitted in a sealed envelope of any size and have the words "Bid for Recycling Equipment Rental and Hauling, in the City of Mobile, Alabama". The bid must delivered to and received by the City of Mobile Procurement Department, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, not later than **12:01 pm Friday, November 21, 2025**.



INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK:

- 1.1. The City of Mobile maintains three 40-yard drop-off recycling containers for public access from 7am – 5pm, Monday-Friday, and 7am – 4pm, Saturday-Sunday. The bins are located at permanent sites at 4851 Museum Dr at the City's Western Administrative Complex, in Langan Park opposite the Mobile Museum of Art, at 308 Pinehill Dr. between Government St. and Airport Blvd., and at 901 Fowl River Road at Dauphin Island Parkway. The City collects a mixed stream of residential recyclable metal, paper, plastic, and glass in these bins, staffed by City attendants. The City has a contract with the Baldwin County Solid Waste Authority to receive and process the City's collected recyclables.
- 1.2. The City is seeking services for rental and service of the recycling containers, to include maintenance, cleaning, repair, delivery, and pickup of the containers, and transport of the City's recycled product to the Baldwin County Materials Recovery Facility (MRF) at 15093 Landfill Dr, Summerdale, AL 36580.
- 1.3. Additionally, the City is seeking services for regular maintenance, and for repair as needed, of the City-owned Wastequip 245IP compactors, and will consider award of such maintenance to the selected bin rental and transport contractor.
- 1.4. The City's current contract for these services expires December 31, 2025. The City desires to enter a new three-year contract for these services. Historic usage of the existing bins can be found in **Exhibit A**.
- 1.5. Bins
 - 1.5.1. The bins currently in use are 40 –yard roll off compactor receivers.
 - 1.5.2. Bins will be clean, freshly painted in appearance, and suitable in look and design for public access and use. Contractor will be required to maintain these bins in excellent operating condition. Bin color, decoration, and operating characteristics are subject to review and approval by the City, for attractiveness and practical operation.
 - 1.5.3. City will ensure sites are suitable for bin and compactor placement and for Contractor access.
 - 1.5.4. Contractor will coordinate with the City in the placement and configuration of bins to allow reasonable and safe public access.
 - 1.5.5. Contractor will be required to provide on-call pickup of full bins and transport to, and disposal of, product at the Baldwin County MRF at 15093 Landfill Dr, Summerdale, AL 36580.
 - 1.5.5.1. Contractor will service the bins for pick up and transport of contents to the Baldwin County MRF on an on-call basis by the City.



City of Mobile
Recycling Equipment Rental, Operation, & Hauling
BID #6010

Contractor will provide a same-day pickup if notified by the City before 10:00 am that day. Notifications after 10:00 am will be hauled the next day before 7:00 am. Contractor will provide this service as needed seven days per week.

1.5.5.2. Contractor is responsible for the clean-up, collection, and disposal of spillage caused by loading and transport.

1.5.6. Contractor will maintain adequate reserve swap bins to ensure each compactor or public deposit site will be continuously accessible for public use. City will pay monthly rental only for the number of active publicly available bins regardless of the number of reserve bins maintained by Contractor.

1.6. Compactor connection: The City maintains two (3) WasteQuip Model 245IP Compactors ("Compactor") to which the Contractor will be expected to connect Contractor-provided receiving bins. The Compactors have a 2 cubic yard charge box.

1.6.1. Contractor is to provide all hook up and disconnect of bins from the City stationary compactor.

1.6.2. Contractor will provide reasonable assistance to the City in the operation of the Compactor.

1.6.3. City may provide other Compactors that will require Contractor to change bin-type or size during the period of the contract, at a mutually agreed upon price for any alternate bin selection.

1.7. Placement and Quantity: Contractor will be required to be flexible, and responsive, in the placement of bins.

1.7.1. Contractor will be required to place initial bins within two weeks of contract commencement.

1.7.2. The City may expand or reduce the number of bins, or change location of the bins in the City recycling program during the contract period. Contractor will be required to place additional bins as required and to be able to change bin locations within three calendar days of notification of a relocation request.

1.7.3. Contractor will be required to place additional containers, or substitute bin size and types within two weeks of notification.

1.8. Product Transport: Contractor will be familiar with and comply with the requirements of this contract with respect to Contractor's delivery of product to the Baldwin County MRF as a City Contractor.

1.8.1. Contractor will segregate City recycled product for hauling to the Baldwin County MRF for tracking and billing purposes. Contractor may elect any process to collate and transport City product from the bin collection site to the Baldwin County MRF, but must ensure that City product as delivered to the Baldwin County MRF must not be comingled with other recyclables.



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BID #6010

- 1.8.2. The City shall be responsible for any tipping fees at the Baldwin County MRF or the Baldwin County Landfill. City will pay any penalties or service charges by Baldwin County SWA for product rejection or reloading of rejected product, or Baldwin County SWA tip fees. Contractor is responsible for the costs associated with additional service times and transportation expenses that might arise due to a rejected load or unavailability of the Baldwin County MRF site for deliveries
- 1.8.3. Contractor shall provide the City with copies of any tip tickets for delivery to the Baldwin County MRF for each transport.
- 1.8.4. Contractor recognizes and accepts the possibility that a load may be rejected by the Baldwin County MRF, which may result in the diversion of any load from the MRF to the proximately located Baldwin County Landfill. Contractor will provide this diversion transport, when required, at no extra cost to the City.
- 1.9. Compactor maintenance: If additionally awarded, Contractor will provide manufacturer recommended monthly maintenance services for the City-owned compactors. Contractor additionally will provide on-call repair services with timely response times within 24-hours of service call.
- 1.10. The City will provide signage, public education, and compactor operation. Contractor will cooperate with the City in the promotion of this recycling service.
- 1.11. Contractor is responsible for provision of adequate transportation assets and all fuels, tolls, permits, fees, or other expenses involved in transporting the contents.
- 1.12. There is no guarantee on the volume of recyclables that will be collected and number of hauls that will be required.
- 1.13. City will compensate Contractor for the following items:
 - 1.13.1. Rental of agreed upon number and type of bins
 - 1.13.2. Individual pick-up of material from a City public recycling site.
Transport of the material to the Baldwin County MRF will be included in the pick-up fee for each bin.
 - 1.13.3. If agreed to for price and service level, monthly maintenance service fees for City-owned compactors.
 - 1.13.4. Pre-quoted and approved extra fees for labor and parts to repair City-owned compactors in addition to routine maintenance services.
- 1.14. Contractor will submit invoices to the City monthly for services provided in the preceding month, detailing all services provided, to a point of contact designated by the Senior Director, Public Services.



City of Mobile
Recycling Equipment Rental, Operation, & Hauling
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- 1.15. Upon completion of the contract, Contractor will remove their containers from the City site, unless a separate arrangement is otherwise mutually agreed upon.
- 1.16. The term of this contract will begin upon execution by both parties and be in effect for three years.
2. **ADDITIONAL BIDDER REQUIREMENT** Contractor must be financially stable and have an established track record in the operation of municipal waste or recycling collection and hauling in the Southeast United States. Contractors currently in receivership or have filed for bankruptcy protection within the last five years are ineligible for contract award. Discretion as to whether a Contractor successfully meets this minimum requirement will exclusively reside with the City.
3. **BID SUBMISSION:**
 - 3.1. **Exhibit B** contains the form to be used for submitting the bid. Bidders may include additional documentation with the bid to describe services to be provided.
 - 3.2. Questions regarding the bid solicitation must be submitted in writing, addressed to City of Mobile, Procurement Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **5:00 pm Thursday, November 13, 2025**. Replies, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **5:00 pm Monday, November 17, 2025**.
 - 3.3. Each Bid must give the full business address of the Bidder and be signed by someone with authority to bind the Bidder. Please print the name and position of the person signing the bid.
4. **SPECIFICATIONS AND SCHEDULES:** The specifications that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. The City Standard Service Contract form is found at **Exhibit C**. The City reserves the right to modify this template as required in the City's interest.
5. **ADDENDA:** The City may publish prior to bid submission due date Addenda to this Bid Specification that materially changes terms, conditions, or specifications of this Bid. Prospective bidders are responsible to be aware of any Addenda.
6. **INSURANCE:** The City requires Contractor to demonstrate evidence of adequate insurance at contract execution. Contractor shall have and maintain during the life of the contract the following minimum policy amounts that shall name the City of Mobile, its agents and employees, as additional insured. The insurance policies shall be primary and non-contributory in relation to any other insurance available to the City. Contractor will not change or terminate the policies without the written consent of the City, and will not do anything to cause any of the insurance to be



invalidated in whole or in part. The issuing insurer will provide 30-days written notice of cancellation to the City.

- 6.1. **Worker's Compensation – Employers' Liability Insurance:** Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.
- 6.2. **Commercial General Liability Insurance (CGL):** Policy limits for CGL must be at least \$1,000,000 per occurrence and general aggregate, and the CGL policy must be an occurrence-based policy with Products-Completed Operations Hazard coverage as well as a "Separated of Insureds" provision. Said CGL policy also shall not contain a "Cross Suits Exclusion" provision. The general aggregate limit shall be on a per project basis (not a per policy basis).
- 6.3. **Comprehensive - Automobile Liability insurance including owned, non-owned, and hired vehicles.** Limits of \$1,000,000 combined single limit covering "Any Auto" utilized by the Contractor, its agents, servants, or employees in any way for its work under this Contract. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum, owned, non-owned, and hired vehicles.
- 6.4. **Property Insurance.** It is the responsibility of the Contractor to provide coverage for the Contractor's equipment, materials, and tools under a Contractor's Risk policy or other insurance policy, and the Contractor is responsible for any deductibles under any such policy.
- 6.5. **Commercial Umbrella Liability.** Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.
- 6.6. **Certificate of Insurance.** These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable.



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BID #6010

Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as: City of Mobile, P.O. Box 1827, Mobile AL 36633

6.7. Waiver of Subrogation. Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

- 7. TIME FOR RECEIVING BIDS:** Bids must delivered to and received by the City of Mobile Procurement Department, 205 Government St., 4th Floor, South Tower, Mobile, Alabama 36602, **not later than 12:01 pm Friday, November 21, 2025.** Bids received prior to the time of opening will be securely stored, unopened. The City will decide when the specified time has arrived; no Bid will be considered if received thereafter. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Bids prematurely opened because they were improperly addressed or marked will not be considered. Telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.
- 8. WITHDRAWAL OF BIDS:** Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.
- 9. BIDDERS PRESENT:** Bids will be opened at approximately **12:01 pm Friday, November 21, 2025** at the City of Mobile Procurement Department, 205 Government Street, 4th Floor, South Tower, Mobile, AL 36602, or such other location as may be indicated nearby that location. Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.



10. AWARD OR REJECTION OF BIDS: A Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the City, in a position to perform the Contract.

11. ERRORS IN BID: Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

12. CONE OF SILENCE: From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

Exhibits:

- A. Historic Volume of Recycling Product
- B. Bid Proposal
- C. Sample Contract

EXHIBIT A

Month	Recycling in Tons 2020- 2021	Number of Cars per month	# of Pulls per month 2020-2021	Recycling in Tons 2021- 2022	Number of Cars per month	# of Pulls per month 2021-2022	Recycling in Tons 2022- 2023	Number of Cars per month	# of Pulls per month 2022-2023	Recycling in Tons 2023- 2024	Number of Cars per month	# of Pulls per month 2023- 2024	Recycling in Tons 2024-2025	Number of Cars per month	# of Pulls per month 2024-2025
Pinehill October	22.17	2967	6	25.15	3556	8	46.49	5298	8	34.11	5365	9	29.63	4364	9
WAC October	20.98	2146	4	18.79	2583	5	41.63	3960	8	30.35	3801	9	21.37	3807	7
D.I.P October	0	0	0	0	0	0	0	0	0	0	0	0	6.31	809	2
Pinehill November	62.63	5981	11	51.32	5192	10	41.8	4699	9	45.46	5031	8	20.54	4683	8
WAC November	46.46	4873	0	30.68	3854	7	33.69	3686	7	32.31	3736	7	12.65	3574	6
D.I.P November	0	0	0	0	0	0	0	0	0	0	0	0	0	893	1
Pinehill December	72.07	7680	14	52.97	6243	10	29.83	5037	9	37.38	5884	12	32.13	4504	7
WAC December	29.28	5709	9	46.1	4533	8	34.77	4121	10	36.89	4296	7	36.69	4271	8
D.I.P December	0	0	0	0	0	0	0	0	0	0	0	0	13.57	871	2
Pinehill January	65.59	6709	12	65.59	5618	11	60.04	5284	10	57.05	6663	9	27.93	3873	7
WAC January	52.06	5148	8	52.06	4015	6	45.92	4026	8	43.96	3850	8	19.82	3344	5
D.I.P January	0	0	0	0	0	0	0	0	0	0	0	0	9.48	815	2
Pinehill February	45.7	5564	12	52.06	4692	11	37.38	4327	8	51.83	3845	9	27.93	3683	7
WAC February	31.6	4454	8	27.61	3320	7	32.08	3305	7	25.89	3809	8	19.82	3448	6
D.I.P February	0	0	0	0	0	0	0	0	0	0	0	0	9.78	774	1
Pinehill March	49.29	4539	8	56.98	5753	11	53.72	5040	9	36.83	4739	8	26.38	3802	7
WAC March	33.31	3656	6	34.74	4087	8	28.58	3728	7	45.52	4049	6	23.27	3574	6
D.I.P March	0	0	0	0	0	0	0	0	0	0	0	0	7.68	854	2
Pinehill April	56.17	5886	0	48	5349	10	67.49	4574	8	34.26	4051	9	28.77	3903	7
WAC April	34.1	4525	8	31.52	3821	8	0	3470	7	26.58	3666	7	23.61	3710	7
D.I.P April	0	0	0	0	0	0	0	0	0	1.82	442	0	8.37	894	1
Pinehill May	61.96	5938	11	48.5	5446	10	51.51	4458	10	29.96	4300	8	25.34	3780	9
WAC May	35.15	4717	8	32.61	4020	8	0	3450	10	23.04	3916	8	21.53	3663	7
D.I.P May	0	0	0	0	0	0	0	0	0	6.08	959	2	9.67	846	2
Pinehill June	59.83	6207	10	49.88	5346	9	25.16	4526	8	25.3	4404	8	25.89	3780	8
WAC June	48.96	4846	9	34.28	3701	7	21.45	3547	8	16.66	3730	8	23.88	3413	5

EXHIBIT A, *cont'd*

D.I.P June	0	0	0	0	0	0	0	0	0	6.51	714	2	2.81	696	1
<i>Pinehill July</i>	22.96	3485	6	28.74	3708	9	43.45	5414	8	25.78	4404	8	7.17	605	0
WAC July	9.11	2708	2	25.79	4071	7	30.51	3770	6	23.52	3787	7	31.88	4732	9
D.I.P July	0	0	0	0	0	0	0	0	0	2.45	817	2	13.86	1550	2
<i>Pinehill August</i>	0	0	0	31.91	4871	9	31.15	5588	7	36.15	4409	9 Closed		0	0
WAC August	0	0	0	26.92	3656	7	31.58	3822	7	22.65	3883	5	30.77	4928	8
D.I.P August	0	0	0	0	0	0	0	0	0	10.75	771	1	12.52	1831	3
<i>Pinehill September</i>	0	0	0	21.71	5167	9	42.79	5230	9	26.62	4093	8 Closed		0	0
WAC September	0	0	0	16.88	3462	7	31.75	3721	7	23.07	3552	7	30.27	4495	9
D.I.P September	0	0	0	0	0	0	0	0	0	6.98	700	2	16.78	1747	3
<i>Pinehill</i>	518.37	54,956	90	532.81	60,941	117	530.81	59,475	103	440.73	57,188	105	251.71	36,977	69
WAC	341.01	42,782	62	377.98	45,123	85	331.96	44,606	92	350.44	46,075	87	295.56	46,959	83
D.I.P	0	0	0	0	0	0	0	0	0	34.59	4403	7	110.84	12,580	22
Year Total	859.38	97,738	152	910.79	106,064	202	862.77	104,081	195	825.76	107,666	199	658.1	96,516	174

EXHIBIT B

BID PROPOSAL

(Submit with Bid)

The undersigned, as Bidder, hereby declares that the Bidder has examined the scope of the work and is fully aware of conditions pertaining to the places where the work is to be done. The Bidder also declares that the Bidder has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, as well as the premises and the conditions affecting the work to be performed: **Recycling Equipment Rental, Operation, and Hauling, City of Mobile Bid #6010.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama, to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to perform the services set of this project.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Purchasing Department, P.O. Box 1827, Mobile, Alabama 36633, or by email to Purchasing@CityofMobile.org. In order to receive consideration, the request must be received not later than **5:00 pm Thursday, November 13, 2025**. Any such interpretation, or any supplemental instructions, if provided, will be publicly posted at www.CityofMobile.org/Bids for all prospective bidders, not later than **5:00 pm Monday, November 17, 2025**.

Bid Amount and Certification

Bins Rental and Haul– all bins to have customer ground-level access doors for product placement

40 Yard Compactor Receiver (Compatible with Wastequip 245IP)

Rent 40 yard roll off compactor receiving bin/month _____

Rent 3 of above bins total/month _____

Haul 40 yard roll off compactor receiving bin-each _____

Total to Haul above 20 times/month _____

TOTAL MONTHLY RATE BID AMOUNT (total all monthly rates) ... _____



Optional Service Plan for Wastequip 245IP Stationary Compactor

Monthly/Annual Service plan rate per compactor _____

Frequency of preventive maintenance visits: _____

Preventive maintenance services to be completed inclusive in the plan price (describe below or attach separately):

Hourly Rate for additional repairs (response within 24 hours of notice): _____

Signature of Bidder

Bidder Corporate Name

Signature

Printed Name

Title

Address

Email

Phone

EXHIBIT C: Sample Contract

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)



BETWEEN the Owner:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor:

NAME dba BUSINESS NAME
Street Address
City, State Zip Code

City Business License No.:

For the following Project:

Project: Recycling Container Rental and Transportation Service



City of Mobile
Recycling Equipment Rental, Operation, & Hauling
BID #6010

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including its Exhibits [List Insurance Requirements, Project Schedule and all exhibits], attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Request for Bids on [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Recycling Equipment Rental, Operation, & Hauling, in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for three years.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed for the entire Project in accordance with Exhibit A.



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3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A.

4.3 The Contractor's invoices shall be in a form satisfactory to the City, which shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and



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representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit B, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.



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8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 LIQUIDATED DAMAGES. Not applicable.

11.0 FORCE MAJEURE

11.1 The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure"



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shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

12.1 City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

12.2 City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

12.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

12.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

13.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

13.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

13.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor



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shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

13.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

13.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

13.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement



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14.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

15.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The



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Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

16.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Senior Director, Public Services, or the Director's designated representative.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Senior Director, Public Services
As: City's Authorized Agent
P.O Box _____
Mobile AL _____

CONTRACTOR:

[insert]
c/o _____
Contractor's Authorized Agent
[Insert Address]

17.3 Any change in the City's or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5)



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failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

19.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE



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performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

27.0 MISCELLANEOUS

27.1 This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

27.7 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

27.8 If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.



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- 27.9 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12 In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 27.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 27.17 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.



City of Mobile
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BID #6010

- 27.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19 Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]



City of Mobile
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BID #6010

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR:

[Contractor name]

By: _____

[name]

[title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as [title] of [Contractor]. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

Notary Public

My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By: _____

William S. Stimpson, Mayor

Date _____

ATTEST:

City Clerk

EXHIBIT A Bid Specification
EXHIBIT B Certificate of Insurance



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)