

BID #WG18-26 SPECIFICATIONS

GENERAL

It is the intent and purpose of this bid to enter into a contract for the efficient, healthful and aesthetic collection, hauling and disposal of non-hazardous and non-infectious solid waste for County buildings and facilities of the Baldwin County Commission. County will issue individual purchase orders for each department and location participating in this contract.

Vendor must provide separate itemized billing for each unit services. **Contract will be awarded based on the pricing of the specific locations listed on the bid form as a total lot. Pricing for charges for additional dumps and unit pricing for possible future placement will not be factors in the award.**

CONTRACT PERIOD

Prices bid shall be firm for a twenty-four (24) month period beginning on July 18, 2018 and ending July 18, 2020.

The County does not anticipate utilization of a long, formal written contract document to bind the City and the successful bidder. The County will issue purchase orders to the successful bidder as service is required. The successful bidder acknowledges by acceptance of the County purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

Successful bidder shall not assign this contract to any other party without prior written approval of the Baldwin County Commission. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective the date noted on the Notification of Award letter, which will be mailed to the successful vendor.

Should other trash collection service currently not shown on the bid form be required during the life of the contract, the County reserves the right to seek verbal bids from only the responsive respondents of this Invitation to Bid, and to make an award of these additional items to the lowest responsive, responsible bidder(s) for the remaining life of this contract.

The County's standard payment terms are net 30 days from acceptance. The County will not consider any bids requiring C. O. D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Manager, at 251-580-2520, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

The quantities on the bid form are estimated annual usage and are used for bid evaluation purposes only.

County reserves the right to modify service on an as needed basis: Units may be deleted or added; pickup frequency increased or decreased. County makes no guarantee as to the exact number of units, pickups, locations or tonnage of material to be covered under this contract. Rate bid is to include all rental rate, service, dumping fees, state mandated fees for disposal of solid waste, initial delivery and removal of the unit and any and all other items of cost not mentioned, but are considered customary for such service. The County will not pay any additional charges during the term of this contract.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a non-responsive vendor.

The County reserves the right to cancel the contract, in whole or part, and seek new bids at any time the County determines that the service being supplied is not satisfactory and unacceptable.

Each bidder must furnish satisfactory evidence to the County that it has been continuously engaged in the business of collecting, hauling and disposing of non-hazardous and non-infectious solid waste for at least the preceding five (5) years, that it will be able to maintain operations and comply with the general specifications referred to hereinafter under all conditions, and that the bidder has all licenses and permits required to allow it to transport and dispose of non-hazardous and non-infectious solid wastes, including special wastes.

All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required. No contract will be awarded to any bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel and equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the specifications.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Manager as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the work to be done under the contract. Bidders shall thoroughly examine and be familiar with the specifications.

The bidders shall obtain all information concerning the conditions which may affect their work.

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the contract. The County shall make all such documents available to the bidders.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

BIDDERS QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information

and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case of a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability, with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$1,000,000.00 personal and advertising injury. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000, combined single limit, for bodily injury and

property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be names as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 each occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

Such policies shall name the Baldwin County Commission as an additional insured and shall contain an endorsement providing that the County will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Certificate of insurance must be presented to the County within 10 days of notice of award and prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Contractor. Contractor shall provide the County with proof of general liability coverage including the County as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

SERVICE REQUIREMENTS

Successful bidder shall meet with a representative from the County to discuss their current needs and determine the most efficient way to fill their needs: size unit needed; number of units needed; frequency of pickup service; best location for placement of dumpster(s); best time to empty dumpster – between 6:00 p.m. and 6:00 a.m., normal work hours, etc. Vendor shall provide written document containing names, telephone numbers, fax numbers, and email address to contact when (not if) problems arise. The document should clearly indicate who to contact based on the given situation. Company must guarantee a call back within two hours, during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, if no one is available at the time the call is placed.

Dumpsters placed in service at County locations must be in good leak proof condition. No rusted out or leaking dumpsters will be allowed for placement.

Many of the dumpster sites are located in the downtown area where access is limited at times. When a schedule pickup cannot be made, due to any reason, the contractor should note and contact the County the same or following work day to reschedule the pickup for not later than the next day. The County will not pay for any missed (and not rescheduled) pickups during a billing period. The company shall only bill for the actual number of pickups made. The County

reserves the right to deduct a prorated amount from any invoice where service was billed but was not provided. Continued missed service shall be grounds to cancel the contract.

BASIS OF BID

Proposals for garbage collection shall be based on a weekly per unit rate billed on a monthly basis for the following locations and frequencies of collection:

<u>Location</u>	<u>Address</u>	<u>Qty.</u>	<u>Service Level Size</u>	<u>Frg./Week/Unit</u>
Baldwin Co. Courthouse	1 Courthouse Square Bay Minette	1	8 yd	3
Building Maintenance	107 South Street Bay Minette	1	4 yd	1
Sheriff's Barn	1400 Moran Street Bay Minette	1	4 yd	1
Legislative Office	203 East Oak Street Bay Minette	1	2 yd	1
Administration Building	3 rd Street, Bay Minette	1	4 yd	3
Annex V, Revenue Commission Bldg.	1705 US Hwy 31 Bay Minette	1	8 yd	2
Archive Building	305 East Second St. Bay Minette	1	4 yd	1
Annex VI Building	112 East 3 rd Street Bay Minette	1	4 yd	2
Emergency Management Agency	23100 McAuliffe Dr. Robertsdale	1	4 yd	1
Central Annex Building	22251 Palmer St. Robertsdale	1	8 yd	2
Cliff's Landing	Hwy 225 Bay Minette	1	4 yd	1
Cliff's Landing	Hwy 225 Bay Minette	1	8 yd	1

And any new locations as required by the Baldwin County Commission

BID #WG18-26 RESPONSE FORM
Dumpster/Garbage Collection Services and Disposal
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Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep _____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

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Qty	Location	Size	Freq./Week/ Unit	Unit Price/Week	Total/Week
1	Baldwin Co. Courthouse	8 yd	3		
1	Building Maintenance	4 yd	1		
1	Sheriff's Barn	4 yd	1		
1	Legislative Office	2 yd	1		
1	Administration Building	4 yd	3		
1	Annex V, Revenue Bldg.	8 yd	2		
1	Archive Building	4 yd	1		
1	Annex VI Building	8 yd	2		
1	Emergency Management Agency	4 yd	1		
1	Central Annex Building	8 yd	2		
1	Cliff's Landing	4 yd	1		
1	Cliff's Landing	8 yd	1		
WEEKLY GRAND TOTAL					\$
					X 52
ANNUAL GRAND TOTAL					\$

Charges for extra dumps (per dump basis)

2-yd container \$ _____

4-yd container \$ _____

8-yd container \$ _____

Unit Pricing for Possible Future Placements

Size	1/Week	2/Week	3/Week	4/Week	5/Week
2-yd					
4-yd					
6-yd					
8-yd					