

**CITY OF OPELIKA  
PURCHASING DEPARTMENT**

**INVITATION TO BID**

**LILLIE FINLEY**  
**PURCHASING-REVENUE MANAGER**  
OFFICE: (334) 705-5120  
FAX: (334) 705-5128

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**BID DATA**

**BID NUMBER:** 16011  
**COMMODITY TITLE:** Three Year Dumpster Service  
**USER DEPARTMENT:** Opelika Environmental Services  
**BUYER:** Lillie Finley  
**BUYER TELEPHONE:** (334) 705-5120  
**ISSUE DATE:** March 28, 2016

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**BID OPENING**

**DAY/DATE:** April 11, 2016  
**TIME:** 2:00PM  
**LOCATION:** City Hall Conference Room  
**MAILING ADDRESS:** City of Opelika  
Purchasing Department  
PO Box 390  
Opelika, AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for a **three-year contract to provide garbage dumpster service** as per attached specifications. Bids must be received by 2:00 PM on April 11, 2016. Late bids will not be opened nor returned.

**BIDS MAY BE MAILED TO:**  
**City of Opelika**  
**Purchasing Department**  
**PO Box 390**  
**Opelika, AL 36803-0390**

**BIDS MAY BE DELIVERED TO:**  
**City of Opelika**  
**Purchasing Department**  
**204 S. 7<sup>th</sup> Street**  
**Opelika, AL 36801**

**PART ONE**  
**GENERAL TERMS AND INSTRUCTIONS**

**SECTION I TERMS AND CONDITIONS**

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The City reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
  - 1.2.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.3 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped and self addressed envelope with their bid.
- 1.4 Bid awards are not official until a purchase order is issued or the Purchasing Department notifies the successful vendor in writing.
- 1.5 All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the bid, unless stated otherwise in the specifications or proposal.
- 1.6 The name and manufacturer, trade name, or manufacturer/vendor catalog mentioned in the specifications and proposal is for the purpose of designation a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any items unless stated otherwise in the specifications or proposals.
- 1.7 The equipment furnished under these specifications shall be the latest improved model in current, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, UNLESS SPECIFICALLY STATED OTHERWISE IN THE SPECIFICATIONS.
- 1.8 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. 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.

- 1.9 Vendors not listed on the City of Opelika's bid list shall submit with their bid a completed W-9 form. (attached)

## **SECTION II SUBMISSION OF BID**

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid in order to be considered must sign all bids.
- 2.6 Bid documents shall be submitted, in **DUPLICATE**, to the City of Opelika, Purchasing Department.
- 2.7 Bids, which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bid submitted with corrected errors shall have the correction initialed by the person signing the bid.

## **SECTION III BID EVALUATION**

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City. The City also reserves the right to request additional information.
- 3.2 The bid evaluation will be made on the following criteria:
  - 3.2.1 Bid Price plus projected increase for year two and three of contract
  - 3.2.2 Compliance with specifications
  - 3.2.3 Ability to deliver product or service
  - 3.2.4 Prompt pay discount, if offered, and meeting requirements of \*\*Section 3.4
- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items are being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after receipt of a correct invoice.
- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.

- 3.6 Unless clearly shown on the bid that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.
- 3.7 Alabama Bid Law allows a Local Preference to businesses located within the City of Opelika when their bid is within 3% of the lowest responsible bid. The City will extend that preference when applicable.
- 3.8 The City shall be sole judge as to an item meeting or exceeding the specifications.

#### **SECTION IV BILLING AND PAYMENT**

- 4.1 The vendor shall submit an invoice to :
  - City of Opelika
  - Accounting Department
  - PO Box 390
  - Opelika, AL 36803-0390
- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
  - 4.2.1 The City will make payment to the vendor, when an invoice is received and the City accepts the service or item(s).
  - 4.2.2 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination, when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

#### **SECTION V INSURANCE REQUIREMENTS:**

- 5.1 Contractor shall have, during the period of demolition contemplated, sufficient and adequate liability to protect him from claims of employees under the Workmen's Compensation or similar act, or at common law, and also from members of the public for injury, including death, and for damage to property, which may arise out of contractor's activities and operations under this contract, as well as activities and operations of subcontractors, their agents or employees. Limits of liability of such insurance shall be more particularly outlined in the specifications, and certificates of such insurance shall be furnished to the owner. If no limits of liability are specified, of if the contractor feels that limits of liability as specified are inadequate.
- 5.2 Comprehensive General Liability Insurance: The contractor shall furnish, in a carrier acceptable to the City, a policy of liability insurance, providing "Independent Contractor's Coverage for the operations embraced by this contract, and with the limits of liability of a minimum of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
- 5.3 Comprehensive Automobile Liability Insurance: Liability limit of a minimum \$1,000,000.00 any one accident.
- 5.4 Workman's Compensation Insurance: The contractor shall maintain Workmen's Compensation Insurance for all his employees to be engaged in work on the project

and, in case of any work sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all 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 any class of employees is engaged in hazardous work on the project under the Workmen's Compensation Insurance Statue, 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.

- 5.5 The bidder shall provide the City with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least 30 days prior written notice of any cancellation, intention to not renew, or material change in such coverage. Bidder shall provide Certificates of Insurance before commencing work in connection with the contract.

**PART TWO  
SPECIFICATIONS  
THREE YEAR GARBAGE DUMPSTER SERVICE  
#16011**

**Downtown Dumpster Bid**

**Scope:**

This bid will be for the provision of garbage dumpster service at various locations in the City of Opelika. The locations, number of containers and amount of service shall be determined by Opelika Environmental Services. All containers shall be 8 cubic yards in size and serviced with a front end loader truck. The garbage shall consist primarily of waste generated by commercial businesses.

The term of this contract shall be three years and may be renewed for additional three-year terms with mutual consent of both parties.

The City shall have no interest in the equipment provided. The contractor shall be responsible for all loss or damaged equipment unless loss or damage is the direct result of some negligence or action of the City. The containers shall be washed a minimum of once per year and painted a minimum of once every three years. The contractor shall also maintain the dumpsters in a well-kept appearance.

The contract shall include a price for additional pickups when usage so dictates. Additional pickups would be requested by Opelika Environmental Services. The contractor shall notify the City of any overflow issues so service levels can be adjusted if needed.

Vendor shall have an office located within (15) fifteen miles of the Opelika City Hall.

**CONTRACT AWARD:**

**Contract period shall be for three years, beginning May 1, 2016 and ending April 30, 2019.**

The City may terminate, for just cause, the contract upon a thirty-(30) day written notice to the contractor. Such notification shall be sent by certified mail to the address on record. This contract shall also terminate should the Council fail to provide funds for such service in the second or third year of contract.

**LICENSE REQUIREMENT:**

All firms doing business in the City of Opelika are required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Questions pertaining to the specifications shall be directed to:

Terry White  
Director of Environmental Services  
700 Fox Trail  
Opelika, AL 36801  
(334) 705-2090

**PART THREE  
BID FORM  
THREE YEAR GARBAGE DUMPSTER SERVICE  
#16011**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is accepted within FORTY-FIVE (45) calendar days from date of opening, to furnish any or all of the items or services upon which prices are offered and delivered at the designated point(s) within the time specified. **PLEASE SUBMIT BIDS IN DUPLICATE AS REQUESTED IN SECTION II, ITEM 2.6**

**FOR PURPOSES OF AWARD, THE MONTHLY FEE PLUS MAXIMUM PERCENT OF INCREASE WILL BE CONSIDERED. SHOULD NO PERCENT INCREASE BE STATED, IT IS UNDERSTOOD THAT PRICES ARE FIRM FOR THE LIFE OF THE CONTRACT.**

Monthly Rate for dumpster serviced:

1x/week: \_\_\_\_\_

2x/week: \_\_\_\_\_

3x/week: \_\_\_\_\_

4x/week: \_\_\_\_\_

5x/week: \_\_\_\_\_

Extra Pickup Charge: \_\_\_\_\_

Maximum Rate Increase/Year: \_\_\_\_\_%

Delivery Information: Delivery shall be made within \_\_\_\_\_ calendar days after receipt of purchase order.

Discounts will be allowed for prompt payment: \_\_\_\_\_percent, 10 calendar days  
\_\_\_\_\_percent, 15 calendar days  
\_\_\_\_\_percent, 20 calendar days  
\_\_\_\_\_percent, 30 calendar days

COMPANY SUBMITTING BID \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

\_\_\_\_\_  
TYPED NAME AND TITLE OF SIGNER

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FEDERAL ID NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

**ANTI-COLLUSION STATEMENT**

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
BY (PRINTED)

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

**STATEMENT OF NO BID/PROPOSAL**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

\_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only.

\_\_\_\_\_ Specifications are unclear (explain below)

\_\_\_\_\_ We are unable to meet specifications.

\_\_\_\_\_ Insufficient time to respond to the Request for Proposal.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ We are unable to meet bond requirements.

\_\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_\_ We do not offer this product or service.

\_\_\_\_\_ Remove us from your proposers list for this commodity or service.

\_\_\_\_\_ Other (specify below).

REMARKS \_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)