

SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	<b>INVITATION TO BID</b>										
BID TITLE <b>HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION DAY</b>			BID NO. 9068-011922-1										
PAGE 1 OF <u>12</u> PAGES	<b>BIDS WILL BE OPENED AT 2:00 PM ON JANUARY 19, 2022 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SUCH DATE &amp; TIME.</b>		ISSUE DATE 12/15/21										
 <p style="text-align: center;"><u>MAYOR</u> <b>WALTER MADDOX</b></p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">MATTHEW WILSON</td> <td style="width: 50%;">KIP TYNER</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>JOHN FAILE</td> </tr> <tr> <td>NORMAN CROW</td> <td>CASSIUS LANIER</td> </tr> <tr> <td>LEE BUSBY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> <b>AMANDA GANN</b></p>		MATTHEW WILSON	KIP TYNER	RAEVAN HOWARD	JOHN FAILE	NORMAN CROW	CASSIUS LANIER	LEE BUSBY		<b>Vendor Information</b> (SECTION TO BE COMPLETED BY VENDOR) <hr/> Company Name (Please Print) <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Phone Number</td> <td style="width: 50%;">Point of Contact</td> </tr> </table> <hr/> Email Address		Phone Number	Point of Contact
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GENERAL CONDITIONS OF INVITATIONS TO BID

**1. PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid forms are to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

**2. DESCRIPTION OF SUPPLIES**

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) *Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.*

**3. SUBMISSION OF BIDS**

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

**4. REJECTION OF BIDS**

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid, or if,
  - 2. The bid does not strictly conform to the law or requirement of bid, or if,
  - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

**5. WITHDRAWAL OF BIDS**

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.  
 (b) Bids may be withdrawn prior to the time set for the bid opening.

**6. LATE BIDS OR MODIFICATIONS**

- (a) Bids and modifications received after the time set for the bid opening will not be considered.  
 (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

**7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.

**8. DISCOUNTS**

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.  
 (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**9. SAMPLES**

Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

**10. AWARD OF CONTRACT**

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.  
 (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.  
 (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.  
 (d) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.  
 (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.

**11. DELIVERY**

- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.  
 (b) Deliveries are to be made during regular business hours.

**12. CONDITION OF MATERIALS AND PACKAGING**

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

**13. CLAIMS**

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

**14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).

**15. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.

**16. COLLUSION**

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**17. VARIANCE IN CONDITIONS**

Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

**18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit the City's website at [www.tuscaloosa.com](http://www.tuscaloosa.com).


## **SPECIAL CONDITIONS**

**The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.**

The City reserves the right to select the contractor as the best interest of the City may require, awarding the contract from any of the proposals, to reject any and all proposals or parts thereof and to waive any informalities in the proposals received. Prices quoted in the proposal will be good for twelve (12) months after being opened by the City of Tuscaloosa, Alabama. Please note that the contract awarded to provide household hazardous waste collection day services may be extended on a yearly basis for up to three (3) years. The City of Tuscaloosa believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small businesses, minority businesses and women's businesses are given ample opportunity to provide the above-mentioned services when economically feasible. The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Tuscaloosa. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes.

Questions concerning the bid process should be directed to Amanda Gann at (205) 248-5173 or [agann@tuscaloosa.com](mailto:agann@tuscaloosa.com) (e-mail is preferred). Questions concerning Specifications, Services, and Requirements should be directed to Stacy Vaughn at (205) 248-4904 or [svaughn@tuscaloosa.com](mailto:svaughn@tuscaloosa.com).

Any addenda issued for this bid will be posted on the City Of Tuscaloosa website at <http://www.tuscaloosa.com/bids>. It is the responsibility of the bidder to check this page for any addendums before submitting their bid.

### **Bid Documents include:**

1. Completed bid submission via the fillable PDF provided or typed text.
  - a. Signed and completed General Condition pages
  - b. Signed Special Conditions page
  - c. Signed Bid Submission & COVID-19 Information page
  - d. Signed Specifications & Scope Work pages
  - e. Completed and signed Bid Proposal Work Sheets
  - f. Any necessary literature and/or specifications outlined in this document
  - g. Any additional information, forms, or documents that is detailed in this document
  - h. Completed and signed Bidder's Response Form
  - i. When applicable, completed and signed Addendums
2. Provide completed certified W9, which a template can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
3. Vendor must submit an original bid and one complete copy or the bid may be rejected.

**NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.**


## BID SUBMISSION & IMPORTANT COVID-19 INFORMATION

### Electronic Submissions

Submission of the bid documents as .pdf files can now be done at [www.centralbidding.com](http://www.centralbidding.com). For any questions about the electronic bid document submission process, please contact City of Tuscaloosa Purchasing or Central Bidding at 225-810-4814 or [support@centralbidding.com](mailto:support@centralbidding.com).

### Submitting Bids by Mail/Package Carrier

Bidders who submit bids by mail or package carriers should do the following:

1. Correctly label the outer envelope as instructed in this bid document to insure proper identification and delivery to Purchasing.
2. Use a shipping method that includes tracking information and an estimated delivery time. USPS standard mailing without tracking is not recommended.
3. Do not wait until the last minute. Allow at least a day's cushion in case deliveries are delayed unexpectedly.

### **Bid submissions shall be submitted in a sealed envelope and addressed to:**

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. Failure to properly address and label sealed envelope may result in bid rejection.

Note: Keep in mind that the City is not responsible for deliveries from mail/package carriers that are delivered after the bid deadline.

### Submitting Bids by Hand

Bidders submitting bids by hand must enter at the City Hall complex entrance located on the 4<sup>th</sup> level of the City's Intermodal Facility parking deck; the entrance to the deck is located on 7<sup>th</sup> Street beside Government Plaza. Bidders are to turn in bids to the security guard on duty at the desk. Security will notify Purchasing that a bid has been turned in.

### **Bid submissions shall be submitted in a sealed envelope and addressed to:**

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. Failure to properly address and label sealed envelope may result in bid rejection.

Note: Masks/face coverings may be required for entry into areas inside City Hall.

### Bid Opening & Potential Date Change

If bidders choose to attend the bid opening, only one representative per bidder will be allowed to attend. All attendees shall be healthy and display no symptoms of sickness. Social distancing of at least six (6) feet shall be maintained. Face coverings that fully cover the nose and mouth will be required while in certain areas of all City-owned/operated facilities.

Circumstances related to COVID-19 may warrant a change to the bid opening date. Any such date change will be published in an addendum and posted on our City's website at <https://www.tuscaloosa.com/bids>.

Bidders are advised to check this web page for any addendums prior to submitting their bids.

Bid results will be posted on the Bids page of the City's website and Central Bidding.

## SPECIFICATIONS & SCOPE OF WORK

### Introduction

The City of Tuscaloosa (City) plans to sponsor an annual household hazardous waste (HHW) collection day during the summer of 2022 through 2024, budget permitting. The 2022 event is scheduled to be held on Saturday June 4, at the Public Safety Logistics parking lot. The event will be made available to approximately 100,000 residents of the City of Tuscaloosa, as well as residents from the City of Northport and Tuscaloosa County. It is expected that the type of waste that will be accepted during the event will include, but not be limited to paints and other paint-related products, lawn and garden poisons, used motor oil, antifreeze, gasoline, kerosene, lightbulbs and automotive batteries.

Businesses and out-of-county residents will not be allowed to participate, and the volume accepted per participant will be limited to no more than five (5) gallons or fifty (50) pounds. Medical waste, syringes, gas cylinders, fire extinguishers, tires and/or radioactive waste will not be accepted.

Below is a table of historical collection data at this event.

Year	Event Date	Pounds Collected
2018	06/02/18	46,062
2019	06/08/19	28,936
2020	06/06/20	51,377
2021	06/05/21	45,811

### Contract Information

The City reserves the right to select the contractor as the best interest of the City may require, awarding the contract from any of the proposals, to reject any and all proposals or parts thereof and to waive any informalities in the proposals received. Prices quoted in the proposal will be good for twelve (12) months after being opened by the City of Tuscaloosa, Alabama. Please note that the contract awarded to provide household hazardous waste collection day services may be extended on a yearly basis for up to three (3) years. The City of Tuscaloosa believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small businesses, minority businesses and women's businesses are given ample opportunity to provide the above-mentioned services when economically feasible. The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Tuscaloosa. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes.

### Not To Exceed Contract Amount And Payment

The executed contract shall have a not-to-exceed amount of thirty thousand dollars (\$30,000.00). It is the contractor's responsibility to periodically assess, throughout the collection day, the quantity of waste collected and notify the City's event coordinator if the estimated event cost, based upon the volume of waste collected to that time, is approaching the not-to-exceed amount. The City will not be responsible for any costs in excess of the not-to-exceed amount unless The City's event coordinator authorizes the contractor to continue accepting waste after


receiving notification from the contractor.

### **Fuel Surcharges**

No fuel or energy surcharges will be accepted. If costs for fuel are an issue, Contractor needs to accommodate for this in their cost proposal.

### **City Responsibilities**

- A. The City will manage the event and provide public education and advertising, containers for storage of residual waste items, and notification to emergency response personnel.
- B. Employees and/or volunteers provided by the City will direct traffic flow, conduct surveys, unload participant vehicles, and assist with moving chemicals to appropriate packing stations. The City will provide personal protection equipment for employees and/or volunteers.
- C. Insure that the Hazmat and Bomb squad is on call during the collection event.

### **Contractor(s) Responsibilities**

- A. Contractor will be required to assist the City with the planning and organizing of the program, and be available for site visits and the development of waste profiles prior to the collection day.
- B. Contractor(s) must provide properly trained and qualified personnel, equipment, vehicles, supplies and packing materials needed for the collection, packing, transport and disposal of the chemicals collected.
- C. Contractor(s) will coordinate with the City to develop a site contingency plan and train all personnel, including volunteers, in site safety procedures such as signals and evacuation routes.
- D. Contractor(s) will provide supervisory oversight to insure that all chemicals collected are properly characterized, packed, documented (packing lists) and labeled.
- E. Contractor(s) will provide for the safe treatment and disposal of the collected wastes in compliance with all local, state, and federal regulations, including Department of Transportation requirements, and remain on site until all containers are removed and all paperwork is completed at the end of the collection day.
- F. Contractor(s) will be properly bonded, licensed and insured to guarantee responsibility for the wastes and will take title to the wastes and indemnify the City against any damages that might result from improper management during the transport or disposal of the wastes.
- G. Contractor(s) will supply the name, address, contact, telephone number and Environmental Protection Agency (EPA) ID number for any transfer, storage, recycling, and/or disposal sites and identify the method of disposal for all wastes collected. Permits for these facilities should be attached to the proposal with an explanation of normal routing when the waste leaves the collection site. Companies that can internalize all labor, packaging, transportation and disposal services will be highly favored. The preferred method of waste management is recycling or reuse, when feasible, followed by RCRA incineration. Land disposal is least preferred and restricted to licensed hazardous waste landfills.


- H. Contractor(s) will provide the City/Director of Environmental Services with a Certificate of Destruction for all wastes removed from the collection site within ninety (90) days from the collection date.
- I. Contractor shall be deemed to be the “Generator” (for the purpose of Alabama and Federal laws and regulations) of all materials accepted by the Contractor at the site for the HHW collection and should have a hazardous waste generator ID number. The Contractor shall assure the City that the materials for which the contractor accepts generator status shall be accepted for disposal at the final disposal site(s), a list of which will be provided to the City by the successful contractor after the collection event(s).
- J. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by the contractor’s action pursuant to this contract.
- K. Contractor shall pay proper attention to personal safety of all involved personnel throughout the program. All operations must be performed in a safe manner in accordance with Federal and State regulations. The contractor shall ensure that its personnel involved in this program are trained for the level of expertise required for the proper performance of the task.
- L. It is recommended that the contractor have a Geiger counter on-site for the detection of radioactive waste materials. No radioactive materials will be accepted for the disposal.
- M. The contractor shall be responsible for the mobilization and demobilization of those portions of the collection site devoted to collection, handling, packaging, and transportation of household hazardous waste, including contractor’s safety equipment, lab equipment, and Hazmat provisions.
- N. Eating, drinking, and smoking are strictly prohibited in the waste drop-off and handling areas.
- O. If a site evacuation is necessary, the Contractor’s Safety Officer or their designee will be assigned the duty of alerting all on-site personnel, volunteers, and program participants. An evacuation plan will be developed by the contractor and will be reviewed by City emergency personnel prior to the event. All program participants will evacuate to a pre-assigned area and the contractor will make a personnel count.
- P. Contractor’s Project Manager will have the authority to remove anyone from the site and prohibit his/her re-entry should it be determined that the person threatens the site’s safety and security.
- Q. Contractor is responsible for cleanup of collection area site. Site must be cleaned no later than 12:00 p.m. the Sunday following the collection event. If the site is not cleared to the property owner’s satisfaction, or if there is any damage caused by the contractor to the property, the City may pay for appropriate cleaning or repairs and deduct the cost of this cleaning/repair from future payments to the contractor.
- R. Copies of all manifests related to waste collected and disposed of by the contractor shall be provided to the City within 30 days of the completion of the event.
- S. Reports – Copies of all detailed disposal reports will be provided to the City within thirty (30) days of the completion of each collection event.
- T. The contractor shall provide, at contractor’s expense, all spill control measures which are necessary to control any type of spill. The contractor is completely responsible for cleanup of any spill as a result of its activities at the collection site, during transportation, or at the disposal facility, including all costs incurred. The contractor must clean up spills in accordance with State and Federal regulations and verify that cleanup

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meets with applicable cleanup standards. The City reserves the right to make verification checks on any area it deems necessary.

**Award of Contract(s)**

The City reserves the right to waive minor informalities in proposals, reject any or all proposals, accept any single item or combination of items and to award the contract(s) to the contractor or contractor believed most advantageous to this program.

**BID PROPOSAL WORKSHEET**

Contractor is required to complete the cost proposal as outlined.

- A. Disposal Fees** - Provide unit cost for transportation and disposal of estimated amounts of wastes to be collected.
- B. Labor** - Provide costs on a per-hour basis for chemists and technicians and number required.
- **Transportation** - Provides for the cost for the transporting of the waste.
  - **Misc. Materials** - Provide costs for supplies to be used.
  - **Other** – provide any additional costs to be charged for this event (describe)
- C. Estimated Total** - For the purpose of comparison only, contractor should compute a cost total for collection, transport and disposal for the items listed on worksheet

**A. Disposal Fees**

Line Item	Material Description	Est. Amount	UOM	Bid Cost Per Unit	Bid Total
1	Aerosol Cans	1,000	Each		
2	Alkaline Batteries	500	Pound		
3	Antifreeze	600	Pound		
4	Automotive Batteries	70	Each		
5	Bulk Flammable Liquid	400	Pound		
6	Compact Florescent Bulbs	150	Each		
7	Corrosive Liquid, Acidic	150	Pound		
8	Corrosive Liquid, Basic	150	Pound		
9	Fire Extinguishers 2.5lbs	5	Each		
10	Fire Extinguishers 5lbs	5	Each		
11	Fire Extinguishers 10lbs	10	Each		
12	Fire Extinguishers 20lbs	5	Each		
13	Flammable Liquids	550	Pound		
14	Flammable Solids	15	Pound		
15	Florescent Bulbs - 2'	20	Each		
16	Florescent Bulbs - U	10	Each		
17	Florescent Bulbs 4'	50	Each		
18	Florescent Bulbs 8'	50	Each		
19	Latex Paint	14,000	Pound		
20	Lithium Batteries	18	Pound		
21	Mercury - Liquid	1	Pound		
22	Mercury Containing Equipment	10	Pound		
23	NiCad Batteries	30	Pound		
24	Nickel Metal Hydride Batteries	10	Pound		
25	Oil Based Paint	14,000	Pound		
26	Oxidizing Liquids	80	Pound		
27	Oxidizing Solids	275	Pound		
28	Pesticides Liquid	1,400	Pound		


29	Pesticides Solid	1,800	Pound		
30	Propane Tanks - 10lbs	150	Each		
31	Propane Tanks - 20lbs	150	Each		
32	Used Oil	2,500	Pound		

TOTAL (A)

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**B. Labor, Transportation and Other**

	Item	Est Amount	UOM	Bid Cost Per Unit	Bid Total
34	Transportation	1	Each		
35	Labor	1	Each		
36	Misc Materials	1	Each		
37	Other -				
38	Other -				
39	Other -				

TOTAL (B)

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**C. Estimated Total**

41	<b>Grand Totals</b>	+	=	
	TOTAL FROM (A)			TOTAL FROM (B)
				GRAND TOTAL


**The following documents must be submitted with these Invitation to Bid documents.**

**Proposal Format**

All bid submissions must contain the following items as listed and in a concise manner:

- A. Cover letter: Name, address and telephone number of contractor and name of contract.
- B. Technical Proposal:
  1. Company background - Provide a description of the proposing company, including primary business and experience in hazardous waste management. Include any non-compliance record for proposed facilities for the last three years.
  2. Related project experience - Provide at least three (3) household hazardous waste projects that were performed within the last year by the company. Include name and address of the project, the name and telephone number of the contact person and a brief description.
  3. Staffing and employee experience - Provide a list of personnel, by job type, who will be involved with this program, including their degree, training, experience and responsibilities.
  4. Site set-up - Submit a diagram of the collection site, including traffic flow, positioning of fire, spill and safety equipment and a detailed description of receipt, segregation, packaging and loading of chemicals. Include a plan describing how unknown chemicals will be handled during the event, including any field testing/characterization. Also, describe any other laboratory analyses that may be necessary after the event to obtain final disposal approval for these unknowns.
  5. Equipment list - Provide a list of all equipment deemed necessary at the collection site, including fire prevention; spill clean-up, personal protection.
  6. Site safety plan - Describe procedures to minimize the risk of spill or fire, and to protect site workers and participants.
  7. Contingency plan - Provide a format for contingency plan, including a description of notification procedures for on-site emergencies and the evacuation of participants and site workers if necessary.
  8. Packaging/bulking procedures - Describe on-site packaging and bulking methods, including safety procedures, for collected wastes.
  9. Volunteer training - Describe the training to be provided to on-site volunteers.
  10. Transportation and disposal facilities - Provide a list of all transporters and storage, transfer, treatment, recycling and disposal facilities, which may be used in the performance of this program. Include name, address, contact, phone number, EPA ID number, and Permits for each transporter or facility. Identify normal routing and disposal for all wastes collected.


**BIDDER’S RESPONSE FORM**

**MESSAGE TO BIDDERS:** Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

<b>Company Name</b>	
<b>Contact Person</b>	
<b>Email Address</b>	
<b>Telephone Number</b>	
<b>Mailing Address</b>	
<b>Mailing Address for Payments</b>	
<b>Authorized Signature</b>	

**COPIES SUBMITTED:**

\_\_\_\_\_ **VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.**

**Awarded bidder(s) may be required to obtain a City of Tuscaloosa business license in order to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City’s Revenue & Financial Services Division at (205) 248-5200. Failure to obtain and maintain required city business license(s) may result in rescinding of bid award and contract termination.**

**Note: 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. 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.**

**FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.**

Preliminary bid tab will be posted on the city’s website once available at <https://www.tuscaloosa.com/bids>.

**AGREEMENT BETWEEN THE CITY OF TUSCALOOSA AND \_\_\_\_\_  
FOR THE COLLECTION OF HOUSEHOLD HAZARDOUS WASTE  
A21-1610**

**THIS AGREEMENT** is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF TUSCALOOSA** and \_\_\_\_\_ for the collection, categorization, packaging, transportation, recycling and disposal of household hazardous waste in accordance with all federal, state and local environmental laws and regulations to wit:

**RECITALS:**

**WHEREAS**, the City of Tuscaloosa (hereinafter, "City") desires to conduct a Household Hazardous Waste Collection Day (hereinafter, the "Project") on Saturday, June 8, 2019 for the purpose of allowing the public to dispose of household hazardous waste materials at the City of Tuscaloosa's Environmental Services facility;

**WHEREAS**, \_\_\_\_\_ (hereinafter, "Contractor") is a firm engaged in the business of providing transportation and disposal services to generators of household hazardous waste materials, and,

**WHEREAS**, City and Contractor desire to enter into an agreement whereby Contractor will provide services to the City for the collection, categorization, packaging, transportation, recycling and disposal of household hazardous waste

**W-I-T-N-E-S-S-E-T-H:**

**NOW, THEREFORE**, in consideration of the sums herein stated and pursuant to the terms and conditions contained herein, City and Contractor agree to the following:

**Section 1. DEFINITIONS**

- A. **Contract.** This contract between the City and Contractor for the collection of certain household hazardous waste materials under certain terms and conditions set out herein.
  
- B. **Household Hazardous Waste Materials.** Any solid waste generated in a household by a consumer which would be classified as a hazardous waste under 40 Code Federal Regulations Part 261. Hazardous waste is defined under 40 CFR Part 261 as any waste that, because of its quantity, concentration, or physical, chemical, or infectious characteristics may (a) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (b) pose a substantial present or potential hazard to human health or the

environment when improperly treated stored, transported, or disposed of, or otherwise managed. Characteristics of hazardous waste are defined in 40 CFR Part 261 Subpart C as flammability, corrosivity, reactivity, and toxicity. Said household hazardous waste materials shall include, but not be limited to paints and other paint-related products, lawn and garden poisons, used motor oil, antifreeze, gasoline, kerosene and automotive batteries

- C. **City.** The City of Tuscaloosa, Alabama, a municipal corporation.
- D. **Contractor.** \_\_\_\_\_
- E. **Project / Event.** Household Hazardous Waste Collection Day. The event is scheduled to be held on one day annually at the Environmental Services Department equipment parking lot. The event will be made available to all residents of the City of Tuscaloosa. Businesses, non-profit agencies and out-of-county residents will not be allowed to participate in the event, and the volume accepted per participant will be limited to no more than five (5) gallons or fifty (50) pounds.
- F. The Contractor's Bid Proposal is incorporated into this agreement as "Exhibit A."

**Section 2. CITY'S RESPONSIBILITIES**

- A. The City shall manage the event and provide public education and advertising, containers for storage of residual waste items, and notification to emergency response personnel.
- B. Employees and/or volunteers provided by the City shall direct traffic flow, conduct surveys, unload participant vehicles, and assist with moving chemicals to appropriate packing stations. The City shall provide personal protection equipment for employees and/or volunteers.
- C. City shall ensure that the Hazmat and Bomb squad is on call during the collection event.

**Section 3. CONTRACTOR'S RESPONSIBILITIES**

- A. Contractor shall assist the City with the planning and organizing of the project, and shall be available for site visits and the development of waste profiles prior to the collection day.

- B. Contractor shall provide properly trained and qualified personnel, equipment, vehicles, supplies and packing materials needed for the collection, packing, transport and disposal of the chemicals collected.
- C. Contractor shall coordinate with the City to develop a site contingency plan and train all personnel, including volunteers, in site safety procedures, including but not limited to signals and evacuation routes.
- D. Contractor shall insure that all chemicals collected are properly characterized, checked, documented and labeled according to all federal, state and local laws and regulations.
- E. Contractor shall provide for the safe treatment and disposal of the collected wastes in compliance with all local, state, and federal laws and regulations, and shall remain on site until all containers are removed and all paperwork required by federal, state and local laws and regulations is completed at the end of the collection day.
- F. Contractor shall be properly bonded, licensed and insured according to all federal, state and local laws and regulations to guarantee responsibility for the wastes and will take title to the wastes and indemnify the City against any damages that might result from improper management during the transport or disposal of the wastes.
- G. Contractor shall provide to the City the name, address, contact, telephone number and Environmental Protection Agency (EPA) ID number for any transfer, storage, recycling, and/or disposal sites and identify the method of disposal for all wastes collected. Permits for these facilities shall be provided to the City and shall contain an explanation of normal routing when the waste leaves the collection site. Contractor shall implement the preferred method of waste management, which is recycling or reuse, when feasible, followed by RCRA incineration.
- H. Contractor shall provide the City with a Certificate of Destruction for all wastes removed from the collection site within ninety (90) days from the collection date.
- I. Contractor shall be deemed to be the "Generator" (for the purpose of Alabama and Federal laws and regulations) of all materials accepted by the Contractor at the site for the household hazardous waste collection and shall have a hazardous waste generator ID number. The Contractor shall assure the City that the materials for which the contractor accepts generator status shall be accepted for disposal at the final disposal site(s), a list of which will be provided to the City by the Contractor.

- J. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by the contractor's action pursuant to this contract.
- K. Contractor shall pay proper attention to personal safety of all involved personnel throughout the program. All operations must be performed in a safe manner in accordance with Federal and State regulations. The contractor shall ensure that its personnel involved in this program are trained for the level of expertise required for the proper performance of the task as required by all federal, state and local laws and regulations.
- L. Contractor shall have a Geiger counter on-site for the detection of radioactive waste materials. No radioactive materials will be accepted for the disposal.
- M. The contractor shall be responsible for the mobilization and demobilization of those portions of the collection site devoted to collection, handling, packaging, and transportation of household hazardous waste, including contractor's safety equipment, lab equipment, and Hazmat provisions.
- N. Eating, drinking, and smoking shall be strictly prohibited in the waste drop-off and handling areas.
- O. If a site evacuation is necessary, the Contractor's Safety Officer or their designee shall be assigned the duty of alerting all on-site personnel, volunteers, and program participants. Prior to the event, City and Contractor shall collaborate to develop an evacuation plan.
- P. Contractor's Project Manager shall have the authority to remove anyone from the site and prohibit his/her re-entry should it be determined that the person threatens the site's safety and security.
- Q. Contractor is responsible for cleanup of collection area site. Site must be cleaned no later than 12:00 p.m. the Sunday following the collection event. If the site is not cleared to the property owner's satisfaction, or if there is any damage caused by the contractor to the property, the City may pay for appropriate cleaning or repairs and deduct the cost of this cleaning/repair from future payments to the contractor.
- R. Copies of all manifests related to waste collected and disposed of by the contractor shall be provided to the City within 30 days of the completion of the event.

- S. Copies of all detailed disposal reports shall be provided to the City within seven (7) days of the completion of each collection event.
- T. The contractor shall provide, at contractor's expense, all spill control measures which are necessary to control any type of spill. The contractor is completely responsible for cleanup of any spill as a result of its activities at the collection site, during transportation, or at the disposal facility, including all costs incurred. The contractor must clean up spills in accordance with all federal, state and local laws and regulations and shall verify that cleanup meets with applicable cleanup standards. The City reserves the right to make verification checks on any area it deems necessary.
- U. Collecting and accepting household hazardous waste at the City of Tuscaloosa's Environmental Services equipment parking lot, 3440 Kauloosa Avenue, Tuscaloosa, Alabama, (hereinafter and previously referred to as the "collection site") on the event date.
- V. Supplying City with a list of materials or class of materials, if any, that will not be accepted for disposal. City and Contractor agree that the following materials shall not be accepted at the collection site: explosives, fireworks, ammunition, medical waste, syringes, tires and/or radioactive waste.

**Section 4. TITLE, OWNERSHIP, POSSESSION AND CONTROL OF HAZARDOUS MATERIALS**

Contractor shall accept sole title, ownership, possession, and control of all hazardous materials brought to the collection site and shall accept responsibility for the collection, categorization, packaging, transportation, recycling and disposal of the household hazardous waste. City and Contractor agree that title to and ownership of said household hazardous waste materials shall at no time lie with the City. City and Contractor agree that title to said household hazardous waste materials shall pass directly from the public to the Contractor at the collection site.

**Section 5. SPECIAL RESTRICTIONS**

City and Contractor agree that the volume of household hazardous waste accepted per participant shall be limited to no more than five (5) gallons or fifty (50) pounds, and that businesses, non-profit agencies and out of county residents shall not be allowed to participate in the Project. City shall be responsible for screening out potential violators of these restrictions.

**Section 6. INDEPENDENT CONTRACTOR**

- A. In all activities or services performed hereunder, Contractor is an independent contractor, and not an agent or employee of the City of Tuscaloosa. Contractor, as an independent contractor, shall be responsible for the final product and services contemplated under this Contract. Except for materials furnished by City, Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. Contractor shall have ultimate control over the execution of the work under this Contract. Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees and subcontractors, and City shall have no control of or supervision over the employees of Contractor or any of Contractor's subcontractors except to the limited extent provided for in this Contract.
- B. The work to be provided on this Project shall include the furnishing of all labor, materials, equipment, and other services necessary or reasonably incidental to the performance of the work by Contractor. It shall be the responsibility of Contractor to furnish a completed work product which meets the requirements of City. Any additional work, material or equipment needed to meet the intent of this specification shall be supplied by Contractor without claim for additional payment, even though not specifically mentioned herein.
- C. Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor from its obligations under this Agreement. Contractor shall appoint and keep on the project during the progress of the work a competent Project Superintendent-Manager and any necessary assistants, all satisfactory to City's Representative, to act as Contractor's representative and to supervise its employees and subcontractors. The Project Superintendent-Manager shall act as Contractor's representative, and supervise employees and subcontractors. All directions given to the Project Superintendent-Manager shall be binding as if given to Contractor. Adequate supervision by competent and reasonable representatives of Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of Contractor and is in breach of this Agreement.

- D. Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, and other facilities necessary for the performance and completion of the work. City shall provide one (1) garbage truck for removal of miscellaneous cardboard and containers.

**Section 7. CONTRACT AMOUNT**

- A. In consideration of the Contractor's provision of the services in compliance with all terms and conditions of this Contract, City shall pay the Contractor according to the terms set forth in "B" of this Section. The total cost of all services provided under this Contract shall not exceed \$ \_\_\_\_\_ [\_\_\_\_\_ Dollars].
- B. No later than 14 calendar days following the completion of the terms of this contract, Contractor shall submit an invoice (with the prices/rates as bid by the Contractor) for payment to City, and City shall pay contractor for the work performed under the terms of this contract no later than 30 calendar days from the date of City's receipt of invoice and City's approval of work.

**Section 8. OTHER CHARGES**

Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

**Section 9. EXTRA WORK CHARGES**

No changes to this agreement shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the advance written order from authorized personnel of City.

**Section 10. TIME OF COMPLETION**

The term of the Agreement shall be for the period of 2019, with this year's event currently scheduled for Saturday, June 8, 2019. The City shall have the option to renew this contract for two (2) additional years (up to three years total), for a weekend date.

**Section 11. FAULTY WORKMANSHIP**

Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve Contractor of any responsibility for faulty performance under this agreement. At the option of City, as provided in this Agreement, Contractor shall remedy any defective performance thereto and pay for any damage to other work resulting there from, which may appear after final acceptance of the work.

**Section 12. WITHHOLD FUNDS**

The City may, on account of subsequently discovered evidence, withhold funds or any acceptance to such extent as may be necessary to protect itself from loss on account of any of the following:

- A Defective work.
- B Claims filed or reasonable evidence indicating possible filing of claims.
- C Failure of Contractor to make prompt payments to subcontractors for labor or materials.
- D Claims filed or reasonable evidence indicating damage to another by Contractor.
- E Claims filed or reasonable evidence indicating damage to third parties, including adjacent property owners.
- F Claims filed or reasonable evidence indicating un-remedied damage to property owned by the City of Tuscaloosa.
- G Charges made for repairs to Contractor's defective work or repairs made by City to correct damage to other property.
- H Other amounts authorized under this Agreement.
- I Failure to produce a manifest showing the household hazardous waste has been delivered to a facility authorized to receive the waste.

**Section 13. CHARGES FOR INJURY OR REPAIR**

- A. Contractor shall be liable and responsible for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any damage caused by the Contractor and made by the City will be charged to Contractor by the City.
- B. Contractor shall take the necessary precautions to protect any areas adjacent to its work.
- C. The work specified consists of all work, materials and labor required by the City to repair any damage caused by Contractor to property, including but not limited to, structures, roadways, curbs, parking areas and sidewalks, to equal or better condition than before such property was damaged.

**Section 14. RESPONSIBILITY FOR PAYMENT OF SUBCONTRACTORS**

Contractor shall be solely and exclusively responsible for compensating any of Contractor's employees, subcontractors, and/or suppliers of any type or nature whatsoever and that no claims or liens of any type will be filed against any property owned by City of Tuscaloosa arising out of or incidental to the performance of any services performed pursuant to this Agreement.

**Section 15. ENVIRONMENTAL INDEMNIFICATION**

Contractor agrees to hold harmless and indemnify the City from any all injuries, claims, actions, causes of action or demands from any Contractor officer, member, employee or contract personnel concerning the presence of any and all toxic, hazardous or contaminated substances or gases (including, but not limited to, chlorine and all other compounds and chemicals which are utilized in the treatment of raw water for consumption, asbestos, raw sewage, raw materials which include hazardous constituents or any other similar substances or materials which are included under or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulations, contamination, clean-up or disclosure such as, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"); the Clean Air Act (42 U.S.C. Sec. 7401 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); and the Toxic Substances Control Act (42 U.S.C. §2601 et seq.) or state environmental clean-up or disclosure acts and statutes as all such acts and statutes exist now or are hereafter amended (such acts and statutes referred to herein as "Environmental Laws") (such substances or gases referred to herein as 'Hazardous Substances'). Contractor will hold the City, its officers, agents and employees harmless from and against any loss, costs, damage or expenses (including attorney's fees and expenses) arising out of the unlawful presence or discharge of Hazardous Substances (as hereinbefore described) on or about the Facility or within or beyond the City's sewer system or the violation of any Environmental Laws with respect thereto, which shall have arisen solely from the acts or omissions of the Contractor its officers, members, agents, invitees and employees. This indemnity shall survive the termination of this agreement and shall inure to the benefit of the City, its successors and assigns. Contractor agrees that if the state or federal government orders a cleanup of the Facility or within or beyond the City's sewer system any other action pursuant to state or federal environmental regulations, the Contractor shall assume the liability and pay all costs for any order, by the state or federal government to clean up the Facility or within or beyond the City's sewer system if the damage, discharge or the need for removal or remediation of Hazardous Substances from the Facility

or within or beyond the City's sewer system arises solely out from the acts or omissions of the Company or its agents.

**Section 16. RELEASE AND INDEMNIFICATION**

- A. Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City of Tuscaloosa and their officers, agents and employees from all claims, demands, and causes of action of every kind and character including the cost of defense thereof for any injury to, including death of, any person (whether an employee of either of the parties hereto or any other third party) and any loss of or damage to property (whether property of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the work to be performed under this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.
- B. Contractor agrees to and shall indemnify and hold the City of Tuscaloosa harmless and defend the City of Tuscaloosa and their officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person and for damage to any property arising from Contractor's negligence and arising out of or in connection with the performance of this Agreement.

**Section 17. COMPLIANCE WITH LAW**

Contractor's work shall comply with all state and federal and local laws, municipal ordinances, regulations and directions of inspectors appointed by proper authorities having jurisdiction. They include but are not limited to all applicable state and federal laws and regulations, municipal ordinances and guidelines concerning environmental protection and collection and removal of household hazardous waste.

**Section 18. PERMITS AND LICENSES**

Contractor shall secure and pay for all necessary permits and licenses, approvals of any kind required by law, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

**Section 19. SUBCONTRACTING**

Contractor further agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor from its full obligation to City as provided by this Agreement.

**Section 20. REPRESENTATIVES**

- A. The City's representative for implementation, monitoring and compliance of the terms and conditions of this agreement is hereby designated as Stacy Vaughn, Associate Director, Environmental Services Department; City of Tuscaloosa, 3440 Kauloosa Avenue; Tuscaloosa, AL 35401.
- B. The representative of the Contractor is herein designated to be

**Section 21. INSURANCE**

- A. Contractor shall maintain Workmen's Compensation coverage sufficient to meet the requirements of the law of the State of Alabama. Additionally, Contractor shall provide and maintain adequate Insurance, of the type and in such amounts as determined by Contractor, to protect against claims arising out of Contractor's operations which result in bodily injury, death or property damage suffered in as a result of Contractor's actions in fulfilling the terms of this Agreement. City shall be named as additional insured on all insurance policies acquired by Contractor. Contractor agrees to furnish evidence that the insurance required of it is in full force and effect.
- B. The limits of liability shall not be less than \$1,000,000 Each Occurrence, \$2,000,000 General, \$2,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury Limits Combined Single Limit or equivalent.
- C. The Contractor shall take out and maintain during the term of this contract, and any extensions thereof, Umbrella Excess Liability Insurance. The minimum limits of coverage shall be as follows:

Each Occurrence:	\$5,000,000.00
Aggregate:	\$5,000,000.00

The coverage shall be over the required general liability insurance and automobile liability insurance as a minimum. There shall be no gaps or sublimit deductibles, etc.

- D. The Contractor shall take out and maintain during the term of this contract, and any extensions thereof, Environmental Impairment Liability Insurance (EIL) and/or Pollution Liability --\$2,000,000 per occurrence.
- E. The Contractor shall take out and maintain during the term of this contract, and any extensions thereof, Motor Truck Cargo -- \$100,000 per occurrence.

**Section 22. ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by Contractor without the specific prior written approval of the City.

**Section 23. SAFETY**

Contractor agrees that all prudent and reasonable safety precautions associated with the performance of this Agreement are a part of the collection techniques for which Contractor is solely responsible. In its execution of its obligations under this Agreement, Contractor shall use the utmost skill and care, and Contractor shall exercise all due and proper precautions to prevent injury to any property or person.

**Section 24. NOTICES**

- A. All notices required to be given by either party to the other party under the terms of this Contract shall be in writing and, unless written notice of a change of address is given, shall be sent to the parties at the addresses following:

CITY: Stacy Vaughn, Director of Public Services  
Infrastructure and Public Services  
City of Tuscaloosa  
3440 Kauloosa Avenue  
Tuscaloosa, AL 35401.

CC: Scott Holmes  
Office of the City Attorney  
City of Tuscaloosa  
2201 University Blvd  
Tuscaloosa, AL 35401

CONTRACTOR:

- B. All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail to the person(s) at the address designated above, or to such other person and/or address that either party subsequently designates as its address for notice, such designation to be made by written notice to the other party.

**Section 25. SEVERABILITY**

If any section, sentence, clause or paragraph of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) of this Agreement with valid legal terms and conditions approximating the original intent of the parties.

**Section 26. COMPETENCE**

Contractor represents that it is experienced, competent and capable to perform the above described work and services. Contractor agrees to perform all work and services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by individuals in the same field or business for similar work.

**Section 27. PRIOR REPRESENTATIONS**

This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations or agreements, either oral or written.

**Section 28. COMPLIANCE WITH LAWS**

The Contractor shall keep itself fully informed of all laws, ordinances and regulations of the State of Alabama, City of Tuscaloosa and Tuscaloosa County in any manner affecting the performance of this Agreement. The Contractor shall, at all times, observe and comply with such existing and future laws, ordinances and regulations.

**Section 29. INCORPORATION OF REQUEST FOR PROPOSALS**

All City specifications, as contained in the City's Invitation of Bid Contractor's Response to Invitation of Bid, and the terms of the Contractor's bid are specifically incorporated herein and made a part hereof by reference. The performance standards and detailed specifications as prescribed in the City's Invitation of Bid are herein specifically adopted and incorporated and specifically made a part hereof by reference. All work conducted by Contractor under this contract must comply with said performance standards and detailed specifications.

**Section 30. MISCELLANEOUS**

**Capacity:** Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing

partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.

- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

**Final Integration:** This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

**Construction:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory; "may" is permissive.

**Governing Laws:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Waiver:** Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Use of Words and Phrases:** The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used. The definitions set forth in any portion of this Agreement unless the text or context I indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**CITY OF TUSCALOOSA, A MUNICIPAL CORPORATION**

ATTEST: BY: WALTER MADDOX, MAYOR  
**Sample**

City Clerk \_\_\_\_\_  
CONTRACTOR: **Contract.**

ATTEST: BY: \_\_\_\_\_  
**Does not require completion for bid submission.**

STATE OF ALABAMA )  
TUSCALOOSA COUNTY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public.

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said State at Large,  
hereby certify that \_\_\_\_\_, who is named as  
\_\_\_\_\_, is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of \_\_\_\_\_, or
- Whose identity I proved on the oath/affirmation of \_\_\_\_\_, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
completion for bid

\_\_\_\_\_  
Notary Public.

My Commission Expires:

\_\_\_\_\_

submission.