

CITY OF OZARK



Residential/Commercial Contracted Garbage, Trash, Recycling and Other Collection and Disposal Services Request for Proposal (RFP) 17-04-19

The City of Ozark (“City”) is seeking proposals for Residential/Commercial Garbage, Trash, Recycling and Other Collection and Disposal Services. Interested parties should review the Scope of Services provided herein starting on page 2.

Date of Issue: March 8, 2017

Mandatory Pre-Bid Conference:
March 29, 2017 @ 10:00 AM (Central Time)
City of Ozark Municipal Complex – Council Chambers
P. O. Box 1987
275 North Union
Ozark, AL 36361

Proposal Due:
April 19, 2017 by 2:00 PM (Central Time)
City of Ozark
P. O. Box 1987
275 North Union
Ozark, AL 36361

All responses must be date and time stamped in at the City Clerk Office by 2:00 PM (Central Time) on April 19, 2017 to be considered responsive. Proposals received at the City Clerk’s Office after the aforementioned date/time shall be returned unopened.

GENERAL INFORMATION

INTRODUCTION

The City of Ozark, Alabama is seeking proposals from qualified sources to provide residential/contracted commercial garbage, trash, recycling, and other collections and disposal within the jurisdiction of the City in accordance with the scope of this RFP. The successful proposer shall provide these services in accordance with all City, State, and/or Federal Regulations. Collection will be conducted on a 5 day per week work schedule (Monday through Friday). The City currently charges \$17.00 per month per residential customer.

SCOPE OF COLLECTION SERVICE

The purpose of the scope of work/services is to provide a framework for accomplishing the tasks that result in maintaining a clean and sanitary environment for the residents of the City of Ozark in a sustainable manner. The intent of the work is as follows:

1. HOUSEHOLD/ CONTRACTED COMMERCIAL GARBAGE COLLECTION SERVICES

- A. The collection agency shall provide regularly scheduled weekly garbage collection service to all residential and in-home business customers including special services such as back-door pickup to individuals upon proof of disability for poor health, age or medical reasons. Residents are provided with 96 gallon roll-out containers for the purpose of storage and collection of their household garbage. Garbage is not collected loose or in anything other than a city authorized container.
- B. All non-back door pickup roll-out containers are required to be placed curbside as per collection instructions no later than 7 AM on the scheduled day of garbage collection and removed from the curb to the rear of the residence no later than 7 PM the same day.
- C. Collection personnel will be responsible for repair and replacement of any roll-out containers which have been lost or damaged.
- D. No collection personnel shall enter houses or private structures in the collection of garbage and stay on well defined walkways while crossing residential property.
- E. The resident shall be responsible for the cleaning of the roll-out container for sanitary purposes and to protect both themselves and the collection personnel from disease.
- F. Apartment complexes and mobile home parks so designated by the City of Ozark Project Administrator shall be serviced through use of garbage dumpsters and front loader service. See Attachment I for a list of dumpsters, sizes, collection frequencies and locations.

- G. Certain City of Ozark owned facilities so designated by the City of Ozark Project Administrator shall be serviced through use of garbage dumpsters and front loader service. See Attachment II for a list of dumpsters, sizes, collection frequencies and locations.
- H. City of Ozark School Board facilities so designated by the City of Ozark Project Administrator shall be serviced through use of both dumpsters and 96 gallon roll-out container service. See Attachment III for a list of locations and dumpsters/containers at each location, sizes, and frequencies of collection.
- I. Certain City of Ozark owned facilities so designated by the City of Ozark Project Administrator shall be serviced through the use of 96 gallon roll-out containers. See Attachment IV for a list of the number of containers, frequency of collection and location.
- J. The collection agency must be continually conscious of litter control from any garbage collection activity both on public and private property.
- K. Quantity of residential garbage collection must be reported to the City's designated Contract Administrator by collection day on no less than a monthly basis for each week during the month.
- L. All garbage collection operations shall be done in accordance with the City of Ozark Sanitation Ordinance 2005-13 and amended by 2010-12.
- M. Certain City of Ozark customers qualify for an exemption to garbage collection fees or qualify for a reduced garbage fee (one half of current \$17.00 per month rate). The contractor will continue to honor exemptions and/or reduced rate customers. Currently there are 120 exempt customers and 3 reduced rate customers.
- N. City of Ozark garbage collection includes pick up of deer carcasses and pick up of euthanized animals from the animal shelter the contractor would take over this service.

2. ROADSIDE TRASH AND BULK INERT ITEM COLLECTION

- A. The collection agency shall provide regularly scheduled weekly trash and bulk item collection services to all residential and in-home businesses within the city limits.
- B. All leaves, limbs, brush, discarded furniture, inert rubbish, and acceptable discarded items and minor household building scraps as determined by the collection agency's requirements and City Ordinance 2005-13 and amended by 2010-12 shall be collected on all non-business right of ways within the city.
- C. Items placed for collection shall be placed by the resident behind the curb but within the street right of way in front of their property.

- D. Household garbage shall not be mixed with any inert trash to include sanitary pads, diapers or animal waste. Such materials shall be considered household garbage and must be placed in sealed plastic garbage bags and placed in roll-out containers for pickup on scheduled collection days.
- E. No trash may be placed or left in any part of the street.
- F. The collector shall not be responsible for the collection and disposal of building debris (except designated as minor household building scrap, as noted in **B** above) such as, but not limited to, scrap lumber, roofing materials, sheetrock, plaster, cement, carpet, brick, block, sanding dust, sinks and commodes resulting from the construction, repair, removal remodeling, removal or demolition of any building or appurtenance on private property. It shall be the obligation of the collector to inform the owner or contractor or of their responsibility for disposal according to City Ordinance 2005-13 and amended by 2010-12. However, such removal may be requested by the property owner or the City's designated Project Administrator.
- G. The collector shall not be responsible for the removal and disposal of dirt, clean and unclean concrete debris, and whole tree trunks larger than sixteen (16) inches in diameter and longer than four (4) feet. It shall be the obligation of the collector to inform the owner or contractor of their responsibility for disposal according to City Ordinance 2005-13 and amended by 2010-12.
- H. The collector shall not be responsible for the collection and disposal of materials generated by all, including but not limited to, privately owned utilities, fence companies, tree surgeons, pulpwood contractors, construction companies, landscape contractors and nurseries doing work on private property. It shall be the obligation of the collector to inform the owner or contractor of their responsibility according to City Ordinance 2005-13 and amended by 2010-12.
- I. All right of way clearing along public roadways within the City of Ozark done by the city shall be collected and disposed by the collector at no charge to the City of Ozark and shall be collected as a part of the regularly scheduled trash collection schedule.
- J. Quantity of residential trash collection must be reported to the City's designated Contract Administrator by collection day on no less than a monthly basis for each week during the month.
- K. All residential trash collection operations shall be done in accordance with the City of Ozark Sanitation Ordinance 2005-13 and amended by 2010-12.

3. **RECYCLING COLLECTION AND DISPOSAL**

- A. The collection agency is encouraged to make every effort to inform, educate and encourage the residential population as to the value of recycling to the community and society and to inform residents of recycled methods.

- B. Curbside collection of approved recyclables must take place on a regularly scheduled collection day, once per week, Monday through Friday per residential household who desire to participate in the program.
- C. The collection agency shall provide containers for all residents desiring curbside recycling collection and provide additional containers for residents wanting to begin recycling or needing additional capacity beyond a single container. The collection agency may provide recycling containers that reflect his preferred mode of collection but in no case shall the new containers be smaller than 17 gallon recycling carts.
- D. The collection agency may collect recycling as single-stream, dual-stream, or full sorted at curbside by collection personnel.
- E. The collection agency may determine the items to be recycled; however, as a minimum the present recyclable items collected by the Ozark Sanitation Department must be included. Current recyclable items are as follows: Aluminum cans and products, clean metal and tin cans, cardboard boxes and tubes, newsprint, magazines, mixed paper, plastic bottles and plastic containers. Additional recyclable materials may be solicited by the collection agency.
- F. The collection agency is encouraged to make every effort to inform, educate and encourage the residential population as to the value of recycling to the community and society and to inform residents of recycled methods.
- G. The collection agency shall provide weekly curbside collection and transportation of approved recyclable materials to an Alabama Department of Environmental Management (ADEM) authorized recycling center in a manner consistent with the State of Alabama Solid Waste Management Plan.
- H. In order to fully coordinate the recycling effort of the collection agency with the efforts of the City of Ozark to improve its' recycling rate, the collection agency shall submit monthly reports to the City's designated Project Administrator documenting the volume of recycling collected for each week during the month, where processed and revenue (if any) generated from those transactions.

4. ROADSIDE WHITE GOODS AND SCRAP METAL COLLECTION

- A. The collection agency shall provide proper collection and disposal of white goods (appliances) and scrap metal consistent with the ADEM and local Solid Waste Management Plan. Collections of these materials will occur a minimum of once weekly per resident and be collected from locations behind the curb on all city streets in the City of Ozark.
- B. Collection personnel will pick up and dispose of the following materials including, but not limited to empty metal paint pails, metal shelving, air conditioners, metal lawn

furniture, metal containers, automobile parts, wheels, basketball goals, swing sets, appliances and metal garage doors. This collection effort shall include all ferrous metal.

- C. White goods containing regulated materials (i.e. compressed gas refrigerants) shall be handled in accordance with current Environmental Protection Agency (EPA) and ADEM guidelines and directives.
- D. Metallic tanks and cylinders containing pressurized gas (hazardous and non-hazardous) shall be handled with extreme caution during collection and disposal. The collection agency must ensure that all discarded items are handled according to ADEM requirements.
- E. In order to fully coordinate the scrap metal portion of the recycling effort of the collection agency with the efforts of the City of Ozark to improve its' recycling rate, the collection agency shall submit monthly reports to the City's designated Project Administrator documenting the volume of white goods and scrap metal collected for each week during the month, where processed and revenue (if any) generated from those transactions.

5. ELECTRONIC WASTE COLLECTION AND DISPOSAL

- A. The collection agency shall provide weekly scheduled and/or upon request electronic waste collection to all residential households within the City limits. Waste electronics must be picked up on the City right-of way and disposed at an approved site or recycling center in accordance with ADEM regulations.
- B. The collection agency shall provide for collection and disposal of all discarded electronic devices, including but not limited to televisions, radios, stereos, computer monitors, laptops, computer hard drive CPUs, keyboards, speakers, microwaves, electronic appliances and clocks, telephones, cellular phones fax machines, copy machines, printers, calculators, answering machines, record players and video recording equipment.
- C. The collection agency has the option of the method of disposition of waste electronic equipment as long as it is approved by the responsible governmental agencies, however the collector is encouraged to pursue the recycling goals set forth in the ADEM Statewide Solid Waste Management Plan
- D. The collection agency shall be required to dispose of any discarded electronic waste generated by any City of Ozark or Ozark School Board free of any additional charges when directed to do so by the City's designated Project Administrator.
- E. In order to fully coordinate the electronic waste recycling portion of the recycling effort of the collection agency with the efforts of the City of Ozark to improve its' recycling rate, the collection agency shall submit monthly reports to the City's designated Project Administrator documenting the volume of electronics collected each week during the month, where processed and revenue (if any) generated from those transactions.

6. SCRAP TIRE COLLECTION AND DISPOSAL

- A. The collection agency shall provide weekly scrap tire collection and disposal as part of their city-wide residential trash collection service. Scrap tires shall be collected from all City of Ozark roadway right-of-ways (to include state highways) regardless of the zone or land use adjoining the City right-of-way.
- B. The collection agency shall remove all scrap tires collected to either an approved disposal area or an approved storage facility (for later disposal as per ADEM Regulations) on a daily basis.
- C. The collection agency shall be responsible for pickup and disposal of all scrap tires from city equipment and vehicles at no charge as directed by the City's designated Project Administrator.
- D. The collection agency shall be compliant with the regulations and provisions of the Alabama Department of Environmental Management's Scrap Tire Disposal Program.
- E. The collection agency shall provide monthly documentation of the method and place(s) of scrap tire disposal, volume of tires transported each week during the month, and name(s) of the approved scrap tire transporter used by the collector to the City's designated Project Administrator.

7. OTHER WASTE COLLECTION AND DISPOSAL NOT INCLUDED IN PROPOSAL. COLLECTION AGENCY SHALL BE RESPONSIBLE FOR NOTIFICATION TO RESIDENTS THE FOLLOWING ITEMS ARE NOT ACCEPTABLE.

- A. Hazardous Waste
- B. Medical Waste
- C. Bio-Medical Waste
- D. Biological Waste
- E. Industrial Waste

MATERIAL, FACILITIES AND PERSONNEL REQUIRED

1. The proposed collection agency shall be required to provide certain physical property, facilities and personnel other than those directly related to the collection and disposal operations. This is necessary for the City to insure that a minimum of equivalent service to the residents of the Municipality of Ozark be continued at least to the extent that it is being presently rendered.
2. The collection agency shall provide 96 gallon roll-out containers for each residential unit on the basis of one (1) container per unit. Additional containers of the same type (up to 3) may be purchased from the collection agency by the resident and will be collected at no additional charge to the resident or the City. Containers shall be repaired and/or replaced by the collection agency at no charge to the resident or the City.
3. The collection agency shall provide recycling containers for all residents for the city curbside recycling program and for all residents and new residents in the future. As stated earlier in section 2-C, the type of recycling container may be the choice of the collection agency but in no case shall it be less than the size of the 17-gallon carts.
4. The collection agency shall provide garbage dumpsters at residential and municipal locations presently in service and designated by the City as well as future sites that may be selected by the City's designated Project Administrator.
5. All containers in (2), (3), and (4) above must be compatible with existing collection containers and approved by the City of Ozark Public Works Director.
6. The collection agency shall provide written instructions with all newly issued 96 gallon roll-out containers, recycling containers and dumpsters outlining all necessary information for residents to include frequency and times of service, locations, dates, holiday information service call number (of the collection agency) and changes to previous collection schedule. Information shall also be distributed to each resident regarding trash, white goods and metal, scrap tire and waste electronics collection through door to door distribution or postal contact. New residents shall be informed by the collection agency at the sign up for service.
7. The collection agency shall perform a service of the highest quality and keep the number of legitimate complaints to an absolute minimum. In order for the City to ensure that the quality of service is equal to or superior to what the citizens of Ozark expect, the collection agency shall describe how agency plans to accomplish this requirement. Provide explanation in response to question 7 in the Questionnaire on page 32.
8. The collection agent shall employ a qualified employee with a service vehicle who can physically respond to complaints and inquires during collection hours with communications between all collection vehicles a central contact located at the local complaint/help center. This individual must be familiar with all aspects of the collection operation, have the authority to direct the collection agency's forces and be able to represent the collection agency in dealings with the City and the general public.

9. The collection agency shall have an answering system with a local exchange so that calls received after regular business hours, on weekends, and holidays may be investigated and resolved.
10. All complaints and inquires, whether received in person, by telephone, by e-mail, or by recording shall be documented in writing. Complaints and inquires received before 12:00 noon each day shall be resolved before 5:00 PM that day. Complaints and inquires received from 12:00 noon until 7:00 AM the next morning shall be resolved before noon that day. Complaints received on the weekends and holidays shall be addressed the next business day.
11. All complaints shall be considered legitimate and all customers treated respectfully in all cases.
12. All complaints received by the City will be promptly reported to the collection agency complaint/help center and shall be promptly resolved. The City holds the collection agency responsible for all complaint resolution, even though the City recognizes that some residents will contact the City to respond to their complaints.
13. The above mentioned manned local complaint/help center shall be open as stated and longer as needed during residential collection operations. No manual/electronic substitution (voice mail during working hours) shall be permitted in place of required personnel during times of local collection routes.
14. The collection agency shall specify by name all supervisory personnel authorized to make operational decisions as well as their Job titles and responsibilities. The collection agency shall provide the City's designated Project Administrator and the City Public Works director with two (2) mobile telephone contact numbers for supervisory personnel as well as one (1) 24-hour emergency contact notification number for the collection agency contract manager.

NON-RESIDENTIAL COLLECTION PROGRAMS

1. The collector shall provide the following collection and disposal programs at no cost to the City of Ozark. These services shall comprise those for public facilities, schools and events.
2. The collector agency shall provide the collection and disposal of 96-gallon roll out containers and dumpsters to all City of Ozark Facilities as provided in Attachment I.
3. The collector agency shall provide collection and disposal of 96-gallon roll out containers and dumpsters to all Ozark City Board of Education schools and facilities as provides in Attachment II.
4. The collector agency shall offer a once a year City Cleanup Week (Spring) where unlimited yard and rubbish debris are collected.

5. The collector agency shall provide special garbage pickup at two to four (2-4) per year City sponsored Civic Festivals.
6. The collector agency can purchase City garbage cans for \$50 per can or provide their own 96 gallon cans. The collector agency will be responsible for retrieving city cans and returning cans to location designated by Public Works Director.

GENERAL TERMS AND CONDITIONS

OBTAIN REQUEST FOR PROPOSAL (RFP) DOCUMENTS

Bidders may obtain one set of RFP document forms from:

City of Ozark
Public Works Department
P. O. Box 1987
275 North Union
Ozark, AL 36361

PRE-BID CONFERENCE

1. A **Mandatory** Pre-Bid Conference will be held in the City of Ozark, City Council Chambers at 275 North Union 36361 at 10:00 AM Central Time on March 29, 2017. The purpose of this Pre-Bid Conference is to review the requirements and specifications for the above. All interested parties must attend this meeting. Bids will not be accepted from companies that do not have a representative at this proposal conference.

RESPONSES DUE

1. Sealed proposals will be received at the City Clerk's Office at the City of Ozark Municipal Complex, 275 North Union Ave., Ozark, AL 36361, until 2:00 PM (Central Time) on April 19, 2017. It is the bidder's responsibility to assure that their proposal is delivered by or before the required time to the City Clerk's Office. Any proposal which for any reason is not so delivered will not be considered. Any proposal received after the date and time specified will not be accepted.
2. All proposals will be publicly opened and acknowledged in the Council Chambers. Sealed bids or proposal received by an agency pursuant to invitations to bid are exempt from public records until such time as the agency provides notice of a decision or intended decision pursuant to Section 41-16-54, Code of Alabama.

PREPARATION OF PROPOSALS

1. Proposals shall be made on unaltered bid forms furnished by the City, unless otherwise requested within the specifications. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – ORIGINAL, and three (3) copies clearly marked on the bid and envelope as COPY.

2. Proposals shall be signed in ink with the name of the bidder typed below the signature. Where the bidder is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A bidder may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

PROPOSAL SUBMITTAL

1. Submit your response directly to the City of Ozark Municipal Complex, in an opaque, sealed envelope. Identify the envelope with the following information.

Proposal Name:

Proposal Number:

Name of company/individual submitting proposal:

Proposal Open Date:

BASIS OF BIDS/PROPOSALS

1. The words "Bid" and "Proposal" shall be interpreted to have the same meaning for purposes of these specifications, terms and Conditions. Bidder will include all cost items; failure to comply may be a cause for rejection. No segregated bids, proposals, or assignments will be considered. It is the intent of the City to promote competitive bidding. It shall be the responsibility of the bidder to advise the Public Works Department of any language, requirements, etc. or any combination thereof, which the bidder feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least ten (10) working days prior to opening date and time of the proposal.

BID SURETY

1. Each proposal must be accompanied by the bidder's money order, cashier's check, certified check or bid bond made payable to the City of Ozark in the amount of 5% of the estimated annual contract amount. This amount will serve as bid surety and will be forfeited to the City as liquidated damages in the event an award is made and the necessary contract documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the City will be held until the awarded contractor has submitted the

proper paperwork. At such time as a contract satisfactory to the City has been completed with a successful bidder, bid surety will be returned to the unsuccessful bidders. The terms “Bidder” and “Proposer” are synonymous as used herein. The term “Contractor” refers to the successful bidder/proposer.

BONDS: PERFORMANCE BOND

1. The successful bidder shall furnish and pay for bonds covering faithful performance of the contract and payment of all obligations arising hereunder by delivering to the City a Performance Bond, naming City as the beneficiary or obligee. The Performance Bond shall be furnished in the amount of \$1,000,000 (1 million dollars). The Performance Bond shall be in such a form as the City may prescribe and with a surety company acceptable to the City.
2. The Performance Bond will be required to be provided by the successful bidder prior to the commencement of work under the terms and condition of the Contract. The bond must remain in effect for the entire contract period.
3. All bonds (Bid Security and /or Performance) are to be issued from a company licensed to sell or issue bonds in the State of Alabama and with a rating of no less than “A” in the Best Key Rating Guide. The City has the right, but not the obligation, to verify that these requirements are met. Failure or neglect to deliver said bonds as specified shall be considered as having abandoned the contract. The option to submit a Letter of Credit will be at the City’s discretion. The Performance bond’s effectiveness is for the entire time. The Performance bond cannot be changed or modified.

BID PRICES

1. The bidder warrants by virtue of bidding that the prices, terms and conditions quoted in this bid will be firm for a period of ninety (90) days from the date of the bid opening unless otherwise specified by the bidder, and shall not be amended after the date of time of the bid opening. Any attempt by the successful bidder to amend said bid prices except as otherwise provided herein shall constitute a default.
2. Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein as of August 1, 2017. The bidder, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or

deliver the required product(s) as specified within the bid/proposal package set forth by the City of Ozark.

3. Fuel Adjustments. The base price of diesel fuel for this contract will be established at the time of the contract execution. In the event of a substantial increase in the price of Gulf Coast diesel fuel as established by reference to the Energy Information Administration at www.eia.doe.gov. Contractor shall be entitled to an upward fuel cost surcharge in the amount of 3% of the contract base bid price for each whole \$1.00 of increase. Likewise, in the event of a decrease in said fuel price the Contractor shall provide a rebate to the City in a like percentage for every whole \$1.00 in decrease. Surcharges and rebate are to be calculated on January 1st and July 1st of each year and the fuel price on that date shall be the amount used for adjustment calculations.

CONTRACT TERMS

1. Unless otherwise agreed in a written document approved and signed by the City, work on this contract shall commence on August 1, 2017, and shall be in effect for three (3) years following this start date (the ending date of the initial contract period shall be July 31, 2020). The City and Contractor shall have the option of entering into one (1) five year renewal, upon written consent of both parties within the time required herein, and approval by the City Council.
2. At least one hundred eighty days (180) days prior to expiration of the initial contract period, the Contractor will be notified by the City that City seeks an extension of the contract, contingent upon final approval by the City Council; otherwise the contract shall terminate on July 31, 2020, unless terminated earlier for any other reason(s) detailed in the contract or bid documents. Upon written consent of both parties and approval of the City Council, the contract may be renewed for one (1) additional three (3) year period contemplated herein.

FIELD/ROUTE AUDIT

1. The City will require the selected contractor to perform a field/route audit of all accounts (residential and commercial) within sixty (60) days prior to starting work on this contract. This audit will be required to verify the current services being provided to each account, and to provide updated information to the City to utilize for all account billing (residential and commercial). Conducting this field/route audit will be performed solely at the contractor's expense. All information collected during this audit will be submitted to the City at the completion of the audit. Upon acceptance by the City, this will be the basis of

charging the City by the contractor and the flow through of charges (billing register) to each individual resident or commercial user.

INVOICING & PAYMENT

1. For and in consideration of the services to be performed by the Contractor pursuant to any agreement entered into by the parties, the City agrees to make payments to the Contractor as follows:
2. The City shall make payment within twenty-five (25) days after receipt of a thirty (30) day/monthly billing cycle, with the first payment being made approximately fifty-five (55) days after commencement of services.
3. For each billing cycle, payments shall be calculated by adding the actual waste collection billing for that cycle, as evidenced by the City's cycle billing register, for service provided by the Contractor reflecting unit changes and/or status changes in residential and commercial customers; and any special handling charges collected during the previous cycle, less liquidated damages and any penalties assessed against contractor for the previous month. The cycle payment each month shall be adjusted for call-in work performed during the prior month by order of the Public Works Director. Any changes by the City to its cycle billing, increasing or decreasing the cycles, will affect the number of payments per month, timing of payments to the Contractor and calculations accordingly.

TAXES

1. The City of Ozark is exempt from Federal taxes, as well as State sales tax. Sales tax exemption letter furnished upon request.

MISTAKES

1. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. Failure to do so will be at the Bidder's risk, and City may reject bids for any reported mistakes it deems substantial, in its sole discretion. Furthermore, the City is not obligated to give the successful bidder extra payment for conditions which can be determined by examining the documents submitted by bidder in response to this Request for Proposal.

CONTRACT AWARD

1. The City reserves the right to cancel the bid; reject any or all bids; waive any minor informalities or technicalities in the bids received as may be deemed in the best interest of the City in the City's sole discretion; and to award the contract to the responsible bidder who submits a bid meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, evaluation criteria, quality, offered terms, and service and reputation of the bidder in determining the most advantageous bid.

MODIFICATIONS AND WITHDRAWALS

1. Bid/proposals cannot be modified after being submitted to the City. Bidder may withdraw bids/proposals at any time before the bid/proposal public opening. However, no bid may be withdrawn or modified after the bid/proposal public opening.

DISQUALIFICATIONS

1. The City of Ozark reserves the right to disqualify bids/proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder. (See Non-Collusion Affidavit Form). Bidder also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services of product(s) and/or supplies specified herein.

CERTIFICATE OF INSURANCE

1. The successful bidder and any subcontractor of the bidder shall require their insurance carrier, with respect to all insurance policies, to waive all right of subrogation against the City. The successful bidder shall submit certificates or other documentation to the City with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance \$1,000,000, General Liability each occurrence \$1,000,000 and General Aggregate \$2,000,000, Automobile Liability \$2,000,000. The Certificates of Insurance to be provided by successful bidder and any subcontractors to the City with signed agreement.

TERMINATION/CANCELLATION OF CONTRACT

1. The City reserves the right to cancel the contract with cause with a minimum of ninety (90) days written notice to Contractor.
2. Termination or cancellation of the contract will not relieve the bidder of any obligation for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

3. Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

TERMINATION FOR DEFAULT

1. The City's Public Works Director or other authorized City representative shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract by regular mail (or otherwise) to the address provided by the bidder in its proposal. The Contractor will have ten (10) calendar days to correct any deficiency or default in their performance of their duties under this contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the bidder has received notice of those instances of deficiency. The City will provide the Contractor with a minimum one hundred twenty (120) days written notice of the City's intent to terminate the contract. Bidder shall not be found in default for events arising due to acts of God.

TERMINATION FOR CITY'S BEST INTEREST

1. The performance of work under the contract may be terminated in accordance with this clause in whole, or in part, whenever the City Council shall determine that such termination is in the best interest of the City with a minimum one hundred twenty (120) days written notice. Any such termination shall be effected by the delivery by regular mail (or otherwise) to the address provided by successful bidder in its bid, of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for City's best interest, successful bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to termination date, and the City shall have no other obligations to successful bidder. Successful bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date but shall have no further obligation to perform services after the termination date.

PROHIBITIONS

1. The bidder, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. The contractor will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions. See attached Drug Free Workplace Form.

INDEMNIFICATION

1. The successful bidder hereby agrees to indemnify and hold harmless the City of Ozark, and its officials, representatives, agents, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages losses and expenses (including costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable. The successful bidder shall indemnify and hold harmless the City of Ozark from and against any and all claims against the City, or any of its officials, representatives, agents, officers, and employees, by any employee of the successful bidder or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

ACCIDENTS & CLAIMS

1. The successful bidder shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work.

LAWS & REGULATIONS

1. The successful bidder at all times shall be familiar with and observe and comply with all Federal, State, County, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work, and shall indemnify and save harmless the City of Ozark against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.
2. The successful bidder is assumed to have made himself/herself/itself familiar with all Federal, State, County, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.
3. In the event any situation is brought to mediation or a court of law, the venue shall be the Circuit Court of Dale County, in the State of Alabama, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

COMMUNICATIONS

1. To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City of Ozark prohibits communication, whether direct or indirect, regarding the subject matter of the bid or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, or representative of the City of Ozark, from the issuance of the specification until the Council makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending firm from consideration for award of the bid or any future bid. The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the bid process shall be addressed to the Public Works Department, in writing, via fax (334) 445-1054. No questions will be answered ten (10) or fewer business days from the date and time of the public opening.

ADDENDA AND ACKNOWLEDGEMENT REQUIREMENTS

1. When questions arise that may affect the bid/proposal, the answers will be distributed in the form of an Addendum, which will be distributed via email (based on the sign-in list for the mandatory pre-bid conference) and posted on the City Web Site. It is the sole responsibility of the bidder to check their e-mail and the City Web Site. All addenda must be acknowledged on the outside of the submission envelope or it will not be opened. It is

also required to be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

SUBCONTRACTORS

1. The successful bidder shall not employ subcontractors without the advance written permission of the Public Works Director, or his/her designee. No waiver, alteration, consent, or modification of any of the provisions of the contract shall be binding unless in writing and signed by the Mayor.

PROPRIETARY INFORMATION

1. Except as may be provided by applicable State or Federal Law, all bidders should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. The bidders are required to identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

COMPLIANCE

1. All companies doing business with the City of Ozark must do so in English language and make bids or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or bid. In the event of any legal disputes, the laws of the State of Alabama and where appropriate, the United States of America shall prevail. Venue for any court action arising out of or related to this bid or any resulting contract or purchase shall be in a court of competent jurisdiction in Dale County, Alabama.

PAYMENT OF ATTORNEY FEES

1. In the event the City elects to enforce the violation by Contractor of covenants, terms and conditions set forth herein with legal action, the parties agree that the court with proper venue may award attorney fees and costs to the City upon a verdict, decree or order in favor of the City.

EQUAL OPPORTUNITY EMPLOYMENT

1. The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard for race, color, religion, sex, age, disability, or national origin. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card. The contractor agrees not to employ any person undergoing a sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most Recent) (18 USC 4082) (c) (2).
2. The contractor also agrees that it will hire or give hiring preference to City sanitation employees during contract implementation. City sanitation employees offer their experience and knowledge of City garbage routes and customers.

FAIR LABOR STANDARDS ACT

1. Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

UNAUTHORIZED ALIENS

1. The City of Ozark shall consider the employment by any Contractor of unauthorized aliens as a violation of section 274A (e) of the Immigration and Nationalization Act, as amended. Such violation shall be cause for unilateral cancellation of this contact.

DISCLAIMER OF LIABILITY

1. The City will not hold harmless or indemnify any bidder or respondent for any liability associated with the services which are the subject of this RFP, whatsoever.

FINANCIAL ABILITY OF BIDDER

1. At the City's request, each bidder may be required to submit a copy of its most recent audited financial statement prepared by a State-licensed Certified Public Accountant. The City may also consider information received from any source concerning the financial ability of the bidder to provide the required services to the City.

2. Prospective bidders are prohibited from contacting any member of the City Staff other than those designated for contact (except addendum requests via the outlined process) at any time during the bid process, up to the time of contract award. Any attempted contact may be grounds for disqualification.

BUSINESS LICENSE

1. Contractor is required annually to purchase a business license issued by the City for the privilege of doing business in the City in accordance with the City's Business License Ordinance.

EMERGENCY SERVICE PROVISIONS

1. In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Public Works Director may grant the Contractor a variance from regular routes and schedules. As soon as practicable after such event, the contractor shall advise the Public Works Director when it is anticipated that normal routes and schedules can be resumed. Contractor is responsible for notifying all customers as to the change in scheduling and the resumption of normal schedules and for the cost of notification.
 - a. Contractor should note in their submission their plan for returning to contract obligations in an expeditious manner after an emergency event
 - b. Please address the planned means of communication to the customers of City of Ozark when emergency changes in schedule are necessary.
2. The clean-up from some emergency events may require the Contractor to provide additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from such an event. In case of a severe weather or disaster event where it is necessary for the Contractor and the City to obtain additional equipment and to hire extra crews to clean the City of debris and solid waste resulting from the severe weather event, the Contractor shall work with the City in all possible ways for the efficient and rapid cleanup of the City. The Contractor will be compensated by the City for additional personnel, overtime costs of rental equipment, provided the bidder has first secured written authorization and approval Public Works Director for the rates and total not-to-exceed cost. The Contractor agrees to work with the City if requested in providing services in accordance with the City's "Emergency Preparedness Plan"
 - a. Identify what additional resources would be available to the City.
 - b. Provide today's rate schedules for equipment and personnel. See FORM B-2
 - c. (Attach available inventory and personnel sheets)

BID SUBMISSION REQUIREMENTS

Proposal Format:

Bidders must respond in the format delineated below:

All responses, and copies, are to be submitted on 8.5 by 11 inch paper.

Each directive listed will require an individual index tab in the response package to indicate that the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. Index all items within the section on the tab sheet or on the very next sheet. If further materials are necessary to complete the response and are not noted under any of the heading listed below, add an additional tab.

- TAB 1 FORM A – Organization Information

- TAB 2 FORM B-1A through FORM B-1C AND FORM B-2 – Fee Proposal
Place the bid tabulation sheets for Residential Solid Waste, Yard Waste,
Recycling, and Commercial Solid Waste Collection Services in this section.

- TAB 3 FORM C - References

- TAB 4 FORM D - Addendum Acknowledgement
FORM E - Non- Collusion Affidavit of Prime Respondent
FORM F – Exceptions
FORM G – Signature Sheet
FORM H – Drug Free Workplace
FORM I – Alabama Immigration Law Compliance Contract

Evaluation Criteria

The following criteria will be used to determine the most responsible, responsive bidder. The City reserves the right to accept or reject any or all proposals received as a result of this Request for Proposals, if it is in the best interests of the City to do so. A contract, if awarded, will be awarded to the Bidder the City determines to best meet the City’s needs. ***Lowest price will not necessarily guarantee award.***

EVALUATION CRITERIA & WEIGHTING

Weighting	Criteria
30%	1. Initial Bid Pricing: Total projected annual cost, as developed from the unit pricing submitted in each bidder’s response
25%	2. Response to Organizational Information requested in Form A.
35%	3. Relevant Experience: City staff’s evaluation of the Proposer’s previous work experience and quality of service with contracts involving comparable services and responsibilities.
5%	4. Recycling Capability: Staff’s evaluation of the Proposer’s proposed methodology for recycling services, to include the comprehensiveness of the methodology, the related cost and the degree to which the Proposer’s approach to recycling is determined by City staff in order to maximize overall participation in the recycling program.
5%	5. Thoroughness of Proposer’s RFP Response: Staff’s evaluation of the completeness, accuracy, and overall presentation of the Proposer’s written proposal.

Scoring Methodology

All proposals will be evaluated by a panel of City staff. For each proposal, each panel member will evaluate each criteria and assign points on the following scale:

Excellent	7 points
Good	5 points
Acceptable	3 points
Unacceptable	0 points

The weight of each criteria will then be applied against the total points assigned by the panel members for each criteria item to develop a weighted score for that criteria item as it pertains to that proposal. The weighted score for all criteria items will then be added for a total score for each proposal, as illustrated below:

(For Illustrative Purposes Only)

<u>Criteria</u>	<u>Rater 1</u>	<u>Rater 2</u>	<u>Total</u>	<u>Weight</u>	<u>Weighted</u>
<u>Score</u>					
1	5	7	12	.30	3.6
2	7	5	12	.20	2.4
3	5	3	8	.35	2.8
4	5	7	12	.10	1.2
5	7	3	10	.05	<u>0.5</u>
Total Score					10.5

This scoring system will be used to evaluate each proposal for the purposes of determining those firms to be asked to make a presentation to city staff. During the presentations, staff will also explore any service options proposed that may differ from the standard delivery program as set forth in the specifications. The final staff recommendation will be based on both the initial proposal ranking and staff's assessment of the different presentations.

BIDDER'S QUESTIONNAIRE FORM

The Questionnaire asks for information concerning the bidder's organization, experience in services similar to those described in the RFP Specifications, and information relating to the equipment, personnel and operating plan the Bidder proposes to use to provide the relevant services. If a partnership, firm, corporation or other entity owns a controlling interest in the Bidder, responses to each questionnaire must be submitted for both the Bidder and the parent entity. For purposes of this paragraph, "controlling interest" shall mean ownership of ten percent (10%) or more of the beneficial ownership of Bidder. Information submitted in response to this Questionnaire will be considered binding on the successful Bidder and any substitutions or deviations are subject to approval by the City of Ozark.

MANNER OF PREPARING AND FILLING IN FORMS

1. Unless indicated otherwise, the Bidder shall include information for only the specific single business organization or entity which is submitting a Proposal for the Work described in the Scope of Collection Service and which would be the signatory on the Contract for services.
2. All answers and entries shall be specific and complete in detail. The City of Ozark reserves the right to make independent inquiries concerning the information provided herein, to conduct any additional investigation necessary to determine the Bidder's qualifications, and to require the Bidder to supply additional information.

USE OF ATTACHMENTS

1. Schedules, resumes, diagrams, and other forms of information may be used as attachments to the prescribed form, provided that the information contained therein specifically includes the information required by this form and provided that the Bidder clearly references the attachments on this form. The purpose of this Questionnaire and any attachments is to supply information about the Bidder to the City of Ozark, so that the City may determine the Bidder's qualification to perform the work.

SUBMISSION

1. The Questionnaire shall be submitted along with the Bidder's Proposal in accordance with the information contained in the Proposal Format section of the Bid Documents.

ORGANIZATIONAL INFORMATION

FORM A

TYPE OF FIRM () Corporation () Partnership

 () Individual () Other – Describe _____

If a corporation, answer:

Date Incorporated _____

In what State? _____

Please list parent organizations and their address and ownership.

How many years has your firm used its present name? _____

List firm's previous names: _____

Attach printout from corporate information of the Alabama Department of State.

BIDDER'S QUESTIONNAIRE FORM

(If space is not sufficient, please attach information within this section)

1. How many years of experience have your firm had in the following types of work, in which the work listed was the primary task?

		As a Contractor	As a Sub-Contractor
a.	Solid Waste Collection Operations		
b.	Recyclable Materials Collection Operations		
c.	Recyclable Materials Processing and Marketing Operations		
d.	Yard Waste Collection Operations		
e.	Commercial Solid Waste Collections		
f.	Other Transfer Operations		
g.	Public Service Related Contracts		

2. List the contracts in the last three (3) years which fall into the categories listed previously in Question Number 1. Contract Work shall be within 100 miles of City of Ozark and serve 6,400 residential units at a minimum. List the contracts shown in categories a, b and c or Question Number 1 first. If space permits, list the remaining contracts chronologically.

Contract Owner, City, County, etc. (Contact Person Name and Telephone Number)	Name of Contract or Service Agreement	Contract Amount of Gross Annual Revenue	Enter Letter of #1

3. For each contract listed above, provide a brief description of the service provided and your Firm's responsibilities. (Use a separate sheet if required).

4. Describe the organizational structure under which you will manage the services outlined in this RFP process. This should include, but not be limited to, the persons responsible for the following areas of performance: direct supervision, overall project management, personnel, equipment maintenance and acquisition, training, safety, risk management, financial management, customer service, and community relations. Describe the experience of, or include resumes for, persons in these positions. This organizational structure should address all services associated with this

Request for Proposal. It should also define the strategy by which the recyclable materials will be processed and marketed.

5. List the major equipment to be used for these services. The information provided must demonstrate that the equipment will meet the requirements of the various alternatives listed in the RFP. The information shall include such information as the model, age, whether leased or owned, capacity (if loads are combined for long haul as well), quantity payloads (both in weight and length), and a general description of how the equipment will interface during operations. This information should include a detailed description of equipment to be used in the processing and marketing of the recyclable materials.

- 5a. Describe the proposed equipment and operational plans that will be employed to minimize odor, noise, and air pollution and to enhance safety within the City of Ozark.

5b. Describe the schedule to be followed to maintain the equipment in a clean and sanitary condition and the schedule for cleaning vehicles.

5c. Describe the procedure to be followed to address yard waste within the City of Ozark. Specifically, what variations or allowances will be made for yard waste that does not meet the specifications of this contract? How will residents be notified of their non-compliance with the City specifications for yard waste?

5d. Describe the procedure for scheduling garbage and recycling services for City Facilities and City sponsored events.

6. Describe the backup transport system that would be used if the primary system is incapacitated. What corporate resources could be drawn from to meet the terms of the contract?

7. Describe what will be provided to assist with operational and customer service support. Keep in mind residents currently can walk in to the Public Works Department to place an order for garbage cans; report a collection complaint, residents can also telephone a collection complaint.

8. The City is committed to being a “Green Local Government” and taking every reasonable step to become more environmentally conscientious. To this effort, the City wishes to increase recycling efforts throughout the City. Please describe the type(s) of program(s) that would be offered for residential recycling, to encourage increased recycling City wide. Also, please state the preferred method (by use of carts) for increasing recycling and explain why it is preferred.

9. Provide a list of all proposed subcontractors (if applicable), addresses, phone numbers and contact names.

9a. What is the monetary percentage and portion of work to be performed by subcontractors?

IN ORDER FOR THE CITY TO DETERMINE IF EACH PROSPECTIVE CONTRACTOR CAN IN FACT FULFILL ITS PROPOSED TECHNICAL CRITERIA IN ACCORDANCE WITH THE ATTACHED GENERAL COLLECTION INSTRUCTIONS, THE FOLLING DATA SHALL BE SUPPLIED BY THE PROPOSED CONTRACTORS IN THE FULLEST DETAIL. THIS INFORMATION WILL BE USED TO VERIFY THE EACH CONTRACTOR’S COST AND SERVICE CLAIMS VERSUS INDUSTRY AND EXISTING COLLECTION STANDARDS AND WILL REMAIN CONFIDENTIAL FOR USE BY THE CITY’S EVALUATION COMMITTEE.

I. HOUSEHOLD (RESIDENTIAL)/CONTRACTED COMMERCIAL GARBAGE SERVICES

1. Describe your routing concept for residential collection for the City of Ozark.

2. How many days per week would you collect garbage.

3. How many routes/trucks will you use per day?

4. What types of collection vehicles will you use?

5. How many personnel will be manning each collection vehicle?

6. How many stops do you anticipate per hour?

7. How will you ensure a 100% collection rate?

8. How will you handle missed pickups?

9. Describe your litter control plan.

10. What is your plan for efficient exchange of contractor owned containers for city owned containers (to include transport and storage)?

11. How will you manage customer owned cans purchased from and now being collected by the city in your collection system?

12. Where will your garbage (MSW) be disposed.

13. What is the distance to that location?

14. What is your disposal cost (request verified quotation on disposal cost)?

15. Where will your collection equipment be stored?

16. How will you document and report the quantity of garbage (MSW) collected to the City of Ozark.

17. What is your method of communicating information to customers such as change of service days, violations of regulations, improper contents, etc?

18. How will you collect garbage not placed in containers as specified?

19. How will you account for the number of accounts collected per month?

20. Will you provide front loader containers or equivalent 96 gallon roll-out containers for all customers presently using dumpsters?

21. Will the City be charged for exempt customers?

22. Will you provide a field/route audit to the city 60 days prior to executing this contract and at 6 month intervals to reconcile billing of all residential accounts with the City of Ozark? Conducting this field/route audit shall be performed solely at the contractor's expense. Upon acceptance of this audit by the City of Ozark, this will become the basis of payment until the next semi-annual audit.

II. ROADSIDE TRASH AND BULK ITEM COLLECTION

1. Describe your routing concept for trash collection for the City of Ozark.

2. How many days per week will you collect roadside trash.

3. How many routes/trucks will you use per day and what will be your scheduled hours?

4. What type of collection system/trucks will you use?

5. How many personnel will be employed per collection truck?

6. What would be the hauling capacity of your hauling trucks/trailers?

7. How would the trash be hauled to the disposal site?

8. How many transport trucks or trailers will be required?

9. List roadside trash items you will not pick up.

10. What is your plan for the removal of any unauthorized roadside trash?

11. Describe your litter control plan.

12. How will you communicate with customers as to holidays, ordinance violations, improper material sizes or oversize trash loads?

13. Where will your roadside trash be disposed.

14. What is the distance from downtown Ozark to the disposal site (round trip)?

15. What is your disposal cost (request verified quote on disposal cost)?

16. How will you ensure a 100 % weekly collection rate?

17. How will you ensure collection personnel completely clean up all debris piles placed out by residents?

18. How will you document and report to the City of Ozark the quantity of trash collected.

19. How will you notify the City of Ozark of excessive loads collected (as referenced in the City Ordinance)?

III. RECYCLING COLLECTION AND DISPOSAL

1. Describe your routing concept for residential curbside recycling collection for the City of Ozark.

2. How many days per week will you collect recycling?

3. How many routes will you service per day?

4. How many collection vehicles will you employ?

5. Describe the type of collection vehicles you will use in this operation.

6. How many personnel per vehicle/route will you utilize?

7. What type of recycling containers do you propose to use?

8. How will you provide your containers to participating residents and return city owned containers to the City.

9. How will you ensure a 100% collection rate from all participating residents?

10. Do you anticipate collecting any additional types of recyclable materials other than those specified in part E of the Recycling Collection portion of the General Instructions.

11. How will the individual curbside recycling customer be collected-single stream, dual stream, or full sorted.

12. Will all recycling revenue be remitted to the City of Ozark? How will this be managed and documented.

13. Will informational and promotional packets be issued to all existing and new recycling customers? How will this be done?

14. The contractor will be required to provide a field/route audit to the City of Ozark 60 days prior to executing this contract to ensure all customers currently recycling are prepared for the transition and aware of all proposed service changes. Conducting this field/route audit shall be performed solely at the contractor's expense. Upon receipt, verification and agreement by the City of Ozark, this shall become the initial recycling collection list.

15. Will you provide a drop off point for recycling at a centrally located point?

16. How will you report and document the quantity of recycling collected.

17. Where will your recycling collection vehicles be stored?

IV. ROADSIDE WHITE GOODS AND SCRAP METAL DISPOSAL

1. Describe in detail your routing concept for collecting discarded residential white goods and scrap metal on a timely basis within the City of Ozark.

2. What type and how many collection vehicles will you use for picking up roadside white goods and scrap metal.

3. How many days per week will this service be available.

4. How many personnel will be needed per vehicle?

5. Where will you dispose of the above mentioned waste?

6. How will you handle waste of this type containing regulated materials such as refrigerants, flammable or toxic gasses, poisonous liquids or other restricted materials so that the city can be assured you are in compliance with (as a minimum) EPA, ADEM and ADPH guidelines.

7. Will all revenue generated through the sale of material collected in the City of Ozark be remitted to the City? How will this be documented and verified.

V. ELECTRONIC WASTE COLLECTION AND DISPOSAL

1. Describe in detail your routing concept for collecting discarded electronic waste on a weekly or as needed basis as described by the scope of collection general instructions.

2. What type and how many collection vehicles will you use for collection of discarded electronic waste.

3. How many days per week will this service be available.

4. How many personnel will be required per vehicle?

5. Where will you dispose of electronic waste?

6. Will all electronic waste be disposed of in accordance with City, State and Will all revenue generated through Federal Guidelines and Regulations?

7. Will all revenue generated through the sale of material collected in the City of Ozark be remitted to the City? How will this be documented and verified?

8. How will you document the quantity of electronic waste collected in the City of Ozark.

VI. SCRAP TIRE COLLECTION AND DISPOSAL

1. Describe your routing concept for weekly and as needed scrap tire collection in the City of Ozark.

2. What type of collection vehicle will you use to collect scrap tires?

3. How many days per week will this vehicle be available?

4. How many persons will work on this vehicle?

5. How will you dispose of scrap tires and at what location?

6. How will you document to the City the number of scrap tires collected?

FEE PROPOSAL – FORM B-1A- ALL
RESIDENTIAL/CONTRACTED COMMERCIAL SOLID WASTE AND RECYCLABLE
MATERIAL COLLECTION SERVICES
 (Base Bid Tabulation Sheet)
(3-Year Fixed Fee)

Description of Bid Item

Residential/Contracted Commercial Service Collection Components

- Once a week solid waste collection, transportation and disposal (96 gallon roll out container(s))
- Once a week curbside recycling, collection and disposal (supply recycling carts)
- Once a week Roadside Trash and Bulk Inert Items
- Once per week Roadside White goods and Scrap Metal Collection
- Once a week and/or upon request electronic waste collection and disposal
- Once a week Scrap Tire Collection and Disposal (residential and roadway right-of-ways)
- Once a week Apartment Complexes and mobile home parks (garbage dumpsters and front loader)
- City Owned facilities at no charge (Attachment II and IV)
- City School facilities at no charge (Attachment III)
- City Cleanup Week (Spring) unlimited yard and rubbish debris collection and disposal
- Bulk collection (Free service, to City for City sponsored Festivals 2-4 events per year)
- New and Replacement Garbage Cans
- Disposal of animal carcasses

Monthly Unit Cost – Contractor Selects a Disposal Site

Total Monthly Cost per Residential Unit \$ _____

Present Estimated Residential Units 6,536

Total Monthly Cost (6,536 x cost per unit above) \$ _____

Total Annual Cost (monthly cost x 12) \$ _____

Monthly Unit Cost – If Contractor Uses the Southeast Alabama Solid Waste Authority Disposal

Total Monthly Cost per Residential Unit \$ _____

Present Estimated Residential Units 6,536

Total Monthly Cost (6,536 x cost per unit above) \$ _____

Total Annual Cost (monthly cost x 12) \$ _____

**FEE PROPOSAL – FORM B-1B-EXCLUDE ONCE A WEEK RECYCLING
RESIDENTIAL/CONTRACTED COMMERCIAL SOLID WASTE COLLECTION SERVICES**
(Bid Tabulation Sheet Excludes Once a Week Recycling)
(3-Year Fixed Fee)

Description of Bid Item

Residential/Contracted Commercial Service Collection Components

- Once a week solid waste collection, transportation and disposal (96 gallon roll out container(s))
- Once a week Roadside Trash and Bulk Inert Items
- Once per week Roadside White goods and Scrap Metal Collection
- Once a week and/or upon request electronic waste collection and disposal
- Once a week Scrap Tire Collection and Disposal (residential and roadway right-of-ways)
- Once a week Apartment Complexes and mobile home parks (garbage dumpsters and front loader)
- City Owned facilities at no charge (Attachment II and IV)
- City School facilities at no charge (Attachment III)
- City Cleanup Week (Spring) unlimited yard and rubbish debris collection and disposal
- Bulk collection (Free service, to City for City sponsored Festivals 2-4 events per year)
- New and Replacement Garbage Cans
- Disposal of animal carcasses

Monthly Unit Cost – Contractor Selects a Disposal Site

Total Monthly Cost per Residential Unit \$ _____

Present Estimated Residential Units 6,536

Total Monthly Cost (6,536 x cost per unit above) \$ _____

Total Annual Cost (monthly cost x 12) \$ _____

Monthly Unit Cost – If Contractor Disposes at the Southeast Alabama Solid Waste Authority

Total Monthly Cost per Residential Unit \$ _____

Present Estimated Residential Units 6,536

Total Monthly Cost (6,536 x cost per unit above) \$ _____

Total Annual Cost (monthly cost x 12) \$ _____

FEE PROPOSAL – FORM B-1C-EXCLUDES ALL RECYCLING CATEGORIES

RESIDENTIAL/CONTRACTED COMMERCIAL SOLID WASTE COLLECTION SERVICES

(Bid Tabulation Sheet Excludes Recycling, Roadside White Goods and Scrap Metal, Scrap Tire, Electronic Waste Disposal)

(3-Year Fixed Fee)

Description of Bid Item

Residential/Contracted Commercial Service Collection Components

- Once a week solid waste collection, transportation and disposal (96 gallon roll out container(s))
- Once a week Roadside Trash and Bulk Inert Items
- Once a week Apartment Complexes and mobile home parks (garbage dumpsters and front loader)
- City Owned facilities at no charge (Attachment II and IV)
- City School facilities at no charge (Attachment III)
- City Cleanup Week (Spring) unlimited yard and rubbish debris collection and disposal
- Bulk collection (Free service, to City for City sponsored Festivals 2-4 events per year)
- New and Replacement Garbage Cans
- Disposal of animal carcasses

Monthly Unit Cost – Contractor Selects a Disposal Site

Total Monthly Cost per Residential Unit \$ _____

Present Estimated Residential Units 6,536

Total Monthly Cost (6,536 x cost per unit above) \$ _____

Total Annual Cost (monthly cost x 12) \$ _____

Monthly Unit Cost – If Contractor Disposes at the Southeast Alabama Solid Waste Authority

Total Monthly Cost per Residential Unit \$ _____

Present Estimated Residential Units 6,536

Total Monthly Cost (6,536 x cost per unit above) \$ _____

Total Annual Cost (monthly cost x 12) \$ _____

FEE PROPOSAL – FORM B-2
RESIDENTIAL/CONTRACTED COMMERCIAL SOLID WASTE AND RECYCLABLE
MATERIAL COLLECTION SERVICES – EMERGENCY SERVICE PROVISIONS
 (Bid Tabulation Sheet)

Description of Bid Item

The clean-up from some emergency events may require the Contractor to provide additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from such an event. The Contractor will be compensated by the City for additional personnel, overtime costs of rental equipment, provided the bidder has first secured written authorization and approval Public Works Director for the rates and total not-to-exceed cost.

Provide today's rate schedules for equipment and personnel.

(If space is not sufficient, please attach information within this section)

Personnel cost per hour (identify_____)	\$_____
Personnel cost per hour (identify_____)	\$_____
Personnel cost per hour (identify_____)	\$_____
Personnel cost per hour (identify_____)	\$_____
Equipment - describe_____ Cost per hour	\$_____
Equipment - describe_____ Cost per hour	\$_____
Equipment - describe_____ Cost per hour	\$_____
Equipment - describe_____ Cost per hour	\$_____

REFERENCE LISTING FORM
FORM - C

List a minimum of 5 references for similar projects in size/nature and contracts, preferably governmental, which you have completed within the past 3 years. Prefer references close to the City of Ozark, Alabama location in the event a site visit is in order.

1 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(_____) _____ FAX:(_____) _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: \$ _____
ENDING AMOUNT OF PROJECT: \$ _____

2 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(_____) _____ FAX:(_____) _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: \$ _____
ENDING AMOUNT OF PROJECT: \$ _____

3 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(_____) _____ FAX:(_____) _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: \$ _____
ENDING AMOUNT OF PROJECT: \$ _____

4 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(_____) _____ FAX:(_____) _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: \$ _____
ENDING AMOUNT OF PROJECT: \$ _____

5 CUSTOMER NAME: _____
ADDRESS: _____

TELEPHONE:(_____) _____ FAX:(_____) _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
ORIGINAL AMOUNT OF PROJECT: \$ _____
ENDING AMOUNT OF PROJECT: \$ _____

My company has been in this type of business for _____ years
State License Number: _____ expires: _____

ADDENDUM ACKNOWLEDGEMENT
FORM - D

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the bid response.

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(Print/type name as signed above): _____

DATE: _____

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT
FORM - E

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

(1) He/she is _____ of _____
Title Firm/Company

The respondent that has submitted the attached response.

- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officer, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, collude, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Ozark, Alabama, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped)

**EXCEPTION SECTION
FORM – F**

Any exception to the technical specifications contained herein must be clearly identified in this section. Descriptions must include a clear explanation of the proposal exceptions and include a reference to the page/section to which the exception is related.

SIGNATURE SHEET

FORM -G

CITY OF OZARK

P. O. BOX 1987

OZARK, ALABAMA 36361

Phone: 334-774-5393
Fax: 334-445-1317
E-Mail: cfo@ozarkalabama.us

Requisition No. 17-04-19
Bids to be opened at:

2:00 O'Clock PM (Central
Time)
April 19, 2017

Gentleman:

Sealed bids will be received by the City of Ozark, Alabama, at its office in the Ozark Municipal Complex until the above time and date, and then opened as soon thereafter as practicable.

Specifications (F.O.B Ozark, Alabama)

Price Bid

Specifications are outlined in the attached Request for Proposal. Price Quotes to be provided on Forms B-1A through B-2. Please complete this document and submit with your bid response.

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the service use Form F. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. The City reserves the right to accept or reject all bids or any portion thereof.

Deborah Bruggink
Purchasing Agent

To the City of Ozark

We are in a position to furnish the above at price shown and can begin _____ after bid award.
(Any attachments hereto become a part of this bid and must be signed by bidder.)

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

This bid must be notarized

FIRM: _____

Sworn to and subscribed before

BY: _____
(Signature acceptable in ink only)

me this _____ day of _____

Notary Public

(Street Address)

(City)

Bids made out in pencil WILL NOT BE ACCEPTED

DATE: _____

TERMS: _____
(For cash payment without regard to date of remittance)

All bidders must use our Bid Form and show on envelope the **REQUISITION NUMBER** and **OPENING DATE**

EACH BID MUST BE IN A SEPARATE ENVELOPE
DRUG FREE WORKPLACE FORM

FORM H

The undersigned bidder, in accordance with hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized signature)

(Date)

(Print/type name as signed above)

**Alabama Immigration Law Compliance Contract
FORM I**

Contractor, Vendor, Grantee agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for any employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the U.S. for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor, Vendor, Grantee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee to execute an affidavit to this effect on the form supplied by the City of Ozark and return same to the City of Ozark. Contractor, Vendor, Grantee shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and other such documentation as City of Ozark may require to confirm your enrollment in the E-Verify Program. Contractor, Vendor, Grantee agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor, Vendor, Grantee receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite, or premises of City of Ozark and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor, Vendor and Grantee shall require each of its subcontractors, or other parties with who it has a contract, to act in similar fashion. If Contractor, Vendor, Grantee violates any term of this provision this Agreement will be subject to immediate termination by the City of Ozark. To the fullest extent permitted by law, Contractor, Vendor, Grantee, shall defend, indemnify and hold harmless City of Ozark from any and all losses, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines and penalties, and any other costs arising out of or in any way related to Contractor's Vendor's Grantee's, failure to fulfill its obligations contained in the contract.

To the extent that there is no formal written contract between the Institution and the Contractor, Vendor, Grantee, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Law Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledge and Agreed by Contractor, Vendor, Grantee whose name appears below:

Officer or Owner Signature

Date

Print Name/Title/Company

Please execute and return both pages to City of Ozark as part of the bid response.

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (business position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

E-Verify # _____

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Attach Copy of the E-Verify Memorandum of Understanding.

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12, 2011

ATTACHMENT I TO SOLID WASTE RFP

<u>LOCATION</u>	<u>SIZE</u>	<u>NUMBER</u>	<u>PICKUP FREQUENCY</u>
Dudley/Jones Apts.	2 CY.	1	Once per week
Lisa Elizabeth Apts.	2 CY.	1	Once per week
Ingrid's Apts.	4 CY.	1	Once per week
Sullivant Tlr. Park	4 CY.	1	Once per week
Stratford Apartments	4 CY.	1	Once per week
Avon Square Townhomes	4 CY & 6 CY	2	Once per week
Baywood Apartments	6 CY.	1	Once per week
Ozark Manor Apts.	6 CY.	1	Once per week
Baywood Apartments	6 CY.	1	Twice per week
Claybank Apartments	6 CY.	1	Twice per week
East Gate Landing Apts.	6 CY.	1	Twice per week
Rolling Meadows Apts.	6 CY.	2	Twice per week
Ozark Villa Apartments	6 CY.	2	Twice per week
Harris Apartments	6 CY.	2	Twice per week
Hidden Hill Apts.	6 CY.	2	Twice per week
Terrace Apartments	6 CY.	1	Twice per week
Ozark Estates Apartments	6 CY.	4	Twice per week
Highland Avenue Apts.	8 CY.	1	Once per week
East Gate Landing Apts.	8 CY.	1	Twice per week

ATTACHMENT II TO SOLID WASTE RFP

DUMPSTERS

<u>LOCATION</u>	<u>SIZE</u>	<u>NUMBER</u>	<u>PICKUP FREQUENCY</u>
Eastgate Rec. Complex 406 Ben Street	4 CY.	1	Once per week
City Shop 151 Peacock Parkway	4 CY.	1	Once per week
Ozark Civic Center 320 E. College Street	4 CY.	1	Twice per week
Ozark Municipal Complex 275 North Union Avenue	6 CY.	1	Once per week
Perry Recreational Center 240 James Street	6 CY.	1	Once per week
Stegall Park	6 CY.	1	Once per week
Ozark Technology Center 3269 Hwy 231 South	6 CY.	1	Once per week
Ozark Public Works 151 Peacock Parkway	6 CY.	1	Twice per week

ATTACHMENT III TO SOLID WASTE RFP

DUMPSTERS

<u>LOCATION</u>	<u>SIZE</u>	<u>NUMBER</u>	<u>PICKUP FREQUENCY</u>
Carroll High School Career Center Faust Avenue	2 CY.	1	Twice per week
Carroll High School Eagle Way	4 CY.	3	Twice per week
Mixon Elementary School Holiday Lane	4 CY.	1	Four times per week
Carroll High School Eagle Way	6 CY.	1	Twice per week
Lisenby Elementary School 860 Faust Avenue	8 CY.	1	Three times per week
Mixon Elementary School Holiday Lane	8 CY.	1	Four times per week

96-GALLON ROLL-OUT CONTAINERS

<u>LOCATION</u>	<u>NUMBER</u>	<u>PICKUP FREQUENCY</u>
D. A. Smith Middle 159 Enterprise Road	16	Every school day
Central Office E. Andrews Avenue	6	Once per week
Vivian B. Adams School	8	Every school day

ATTACHMENT IV TO SOLID WASTE RFP

96-GALLON ROLL-OUT CONTAINERS

<u>LOCATION</u>	<u>NUMBER</u>	<u>PICKUP FREQUENCY</u>
Blackwell Airport 1110 Parker Drive	3	Once per week
Ozark Animal Shelter	5	Twice per week
Ozark Senior Center 390 Carroll Avenue	4	Twice per week
Perry Recreation Center 240 James Street	5	Once per week
Downtown Business District Court Square	24*	Once per week
Baywood Apartments Ketcham Street		Once per week
Public Works Department 151 Peacock Parkway	8	Once per week
<u>LOCATION</u>	<u>NUMBER</u>	<u>PICKUP FREQUENCY</u>
Police Department 275 North Union Avenue	3	Once per week
Civic Center 320 E. College Street	10	Once per week
Stegall Park	8	Once per week
East Gate Business Park 406 Ben Street	5	Once per week
Ed Lisenby Lake 783 Myrtle Drive	5	Once per week
Flowers Center 404 E. College Street	8	Once per week
Eagle Stadium	8	Once per week
Ozark Utility Board 275 North Union Avenue	2	Once per week
Police Memorial Park	5	Once per week
Autrey Recreation Center 749 W. Reynolds Street	6	Once per week
Fire Station #3	7	Once per week

Dowling Fire Station	5	Once per week
Logan Road Fire Station	5	Once per week
Strike Zone	4	Once per week
523 Faust Avenue		
Comer Field	3	Once per week
Everett Park	4	Once per week

*Downtown containers are concrete sidewalk refuse container with plastic inserts.

ATTACHMENT V
CITY OF OZARK, AL
MONDAY TRASH TRUCK ROUTES

TRUCK 558

ALLEN COURT
AMBER
BEN STREET
BILL DELONEY
BONNIE
BROOKSIDE DR
CAMPGROUND RD
CANDLEWICK BLVD
CANDLEWICK CT
CASEY
CHANCEY
COPTER
DEAN CHURCH RD
E. ANDREWS AVE
ESTELLE CT
FUQUA
GARLAND
GRACE
GRACELAND
GRIMES
HAZELWOOD
HOLLY ST
HUDSON CIR
HUDSON DR
HUNTINGTON
JOHNSON TRL PK
JUNIPER
KEISHA
LINDA
LOVE CT
MEMORIAL
ROLLING HILLS DR
ROLLING HILLS LN
RYAN DR
SUSAN
WALTER HAND
WHITTLE HUDSON
WOODED LN
WYNWOOD CT

TRUCK 557

ALBERTA
BARBARA DR
BIRCH
BLOSSOM
BROAD ST
CHRISTIAN CIR
CYPRESS LN
DEPOT AVE
ELIZABETH DR
EVERGREEN AVE
GREENBRIER DR
GREENVILLAGE RD
JOHN D SEIFERT
JUDSON DR
KELLI DR
LOGAN RD
MUTUAL
PARRISH CT
RED BUD CT
SANFORD
SANDY
SHARON CT
SHARON LN
SHIRLEY
TIMBERLINE
WALDING CT
WILLOW RIDGE LN

TRUCK 559

BLACKHAWK
CAMPGROUND
CRYSTAL DR
DEAN CHURCH RD
DEERPATH FARMS
EMERALD CT
FOXBRIER
HARRY WALKER
JOHANNA
LOGAN
MARK
OAK HILL DR
PHILLIPS DR
REYES ST
SPRINGDALE
SUNNY ACRES
WILDWOOD

ATTACHMENT VI
CITY OF OZARK, AL
TUESDAY TRASH ROUTES

TRUCK 558

ADAMS ST
CARROLL AVE
CHALKER DR
DEER AVE
EUFAULA ST
HAWRIDGE RD
HERRING AVE
HICKORY CT
HWY 105
HWY 123 N
JAMES ST
JERNIGAN LOOP
JERNIGAN RD
KOLB ST
MEADOWLAKE DR
PATTERSON DR
PEACOCK PKWY
PEBBLE CR CIR
PEBBLE CR DR
ROOSEVELT AVE
ROY PARKER RD
SEARCY ST
SOLLIES TRL PK
SQUIRREL DR
STONEBRIDGE LN
STONE GARNER DR
TROTMAN DR
WALNUT CT
WASHINGTON AVE
WILLIAMS DR
WOODPLACE CT

TRUCK 557

BINGHAM ST
BOXWOOD
BRYANT
CHURCH ST
COMER ST
COUNTRY CLUB DR
COUNTRY CLUB CIR
DERBY DR
DERBY PL
DEXTER CIR
DOWLING ST
FAIRWAY WOODS
FAUST AVE
HILLCREST
JAMES ST
JOSEPH DR
LEATHERWOOD
MATTHEWS
MELISSA
MOSS
OZARK
PARKER DR
ROSEWOOD
SPRINGLAKE BEND
THORNWOOD
VALENTINE
WESLEY CT
WESLEY DR
WINSTON CIR
WHITE OAK BEND
WHITE OAK CIR

TRUCK 559

BERMUDA ST
BROADVIEW TER
BYRD CIR
COLLEGE ST
COOK AVE
DONCASTER DR
JOHNSON ST
LARKIN ST
LEE CT
MARTHA DR
MARTIN ST
MIRANDA AVE
MYRTLE CIR
NORTHWOOD
NOTTINGHAM
PARKWOOD CIR
ROY PARKER RD
SHADOW WOODS
S. UNION AVE
STEEL ARM TRL
VALLEYVIEW DR
WHITE AVE
WOODLAND HILLS
YANCEY ST

ATTACHMENT VII

CITY OF OZARK, AL WEDNESDAY TRASH ROUTES

TRUCK 558

ABBIE LN
ALCURI DR
BARTOW RD
BARTOW ST
BLACKMON ST
BRADFORD DR
BRUCE HUNTER BLVD
BRYANT
CAMILLA
CAMPGROUND RD
DEESE RD
HOLIDAY LN
HORNSBY CT
LAKEVIEW RD
MEADOWLAKE DR
MERIONETH
MIXON SCHOOL RD
MORGAN
NANCY
OAK DALE DR
ROSEMARY
SAXON
SELDON
SPRING LN
STEPHANIE DR
SYLVAN DR
THARPE
VIRIGINIA
WINDSOR CT

TRUCK 557

BLAKE DR
BLAND
BURNETTE CT
COBY DR
DEESE RD
E. ANDREWS AVE
FAIRWOOD CIR
HALL ST
HANK NIX DR
HORSESHOE BEND
JEFFREY
JULIAN
KEIRNS CT
KENNESAW GAP
LEXINGTON
LOWERY
MCDONALD
MEADOWLAKE DR
MYRTLEWOOD
PEARSON
REED
RONAN
ROWE CT
SHULSEN DR
SNELLGROVE TRL PK
STONEWALL CIR
WATSON
WILLOW OAKS DR
WILSON AVE

TRUCK 559

ANN ST
BRIARCLIFF
BUENA VISTA
CAMILLA
CHARLES
CHERRY LN
CHESTNUT
CLAYBANK
DANNY CT
DEL RIO TER
DEESE RD
DIXIE DR
FORESTVIEW DR
FOX RIDGE
FRANKLIN
GREENWOOD CT
GUNTER ST
HAMRICK
LAKE AVE
LAKEVIEW RD
PARKER HILLS DR
PEACH
PERRY
PINEVIEW
SHERWOOD

ATTACHMENT VIII
CITY OF OZARK, AL
THURSDAY TRASH ROUTES

TRUCK 558

APPLE CIR
BANKS AVE
BRIARHILL CT
BROOKFIELD RD
CARMICHAEL
CEMETERY
COLLEGE ST
CORA AVE
CRESTVIEW TER
D.A. SMITH
DEESE RD
DOE RUN
ELPIS AVE
ENTERPRISE RD
FALL ST
GILL DR
HAMPTON PL
HARPER
HARRISON
HILLSIDE DR
HOLLY HILL
HOLMAN DR
JASMINE DR
KINGS CT
LIBERTY AVE
MCCLLOUD LN
MEADOWLAKE CIR
MEADOWLAKE DR
MILDRED
MLK
NED AVE
NEWTON AVE
NOAH CIR
ORANGE LN
OWENS AVE
PAINTER AVE
PETERS CIR
PETERS DR
POPLAR AVE
QUAIL HOLLOW RD
REBECCA
REYNOLDS
ROSS
ROY AVE
ROY PARKER
SMITH
W. COLLEGE
W. PARKER
WILLA CIR
WISH TERRACE

TRUCK 557

BROOKWOOD CIR
DELLWOOD DR
DERBY ST
DON AVE
DON CIR
EARLY AVE
HEARTWOOD
HULL ALLEY
HULL ST
ICE ST
MASON ST
MERRYDELL
NOEL AVE
N. MERRICK
N. UNION
PECAN ST
PINECREST
PLUM ST
PRIDGEN ST
SIMMONS AVE
SIMMONS ST
SUGAR HILL
WALTON
WILLA
WOODLAND

TRUCK 559

ACKER AVE
BALKOM DR
CEDAR ST
CHOCTAW AVE
DOGWOOD CIR
EDGEWOOD
FAIRVIEW
FLOWERS
GARNER
HIGHLAND
HEADLAND
HOUSTON
HWY 123 S
JACKSON ST
KETCHAM ST
KING ST
MAGNOLIA ST
NEWTON AVE
OAK AVE
PINE AVE
PORTER ANDREWS
SANSBURY LN
SHORT PINE
SMITH AVE
SUNSET PLAZA
TANYARD
WAGON WHEEL
WESTVIEW DR
W. REYNOLDS

ATTACHMENT IX
CITY OF OZARK, AL
FRIDAY TRASH ROUTES

TRUCK 558

AGNES RD
BLACK FOREST DR
BRIDLEWOOD LN
CLARENCE DELONEY
GEORGE FAULK
GOFF ST
HWY 231 N
JERNIGAN RD
JODIE PARKER RD
LAKELAND DR
MARLEY MILL RD
MARVIN PARKER RD
MOSELEY RD
ROBIN PARKER
SAM LISEBY
STANLEY ST

TRUCK 557

BRAELOCH
FRANK MARSHALL
HUB ST
JOHNSON RD
LOCH RIDGE
MOSE WARE
OSTEEN
PINEBROOK
WYNNFIELD

TRUCK 559

BANACH CT
DENISE LN
HEATHER DR
HONEYSUCKLE LN
LAUREL CT
MEGAN BLVD
PERIWINKLE
SUSIE DR

ATTACHMENT X

SANITATION EQUIPMENT POTENTIALLY FOR SALE

CITY OF OZARK

3-8-2017

(Details and visual inspections available on request)

- 1. 1- 2010 Mack Automated Garbage truck with a 28 CY Heil Durapac Body.**
- 2. 1-2008 American LaFrance Automated Garbage Truck with a 30 CY Heil CP Body.**
- 3. 1-2002 Freightliner Rear Loader Garbage Truck with a 25 CY PacMor Body.**
- 4. 1-2015 Freightliner Ramer Knuckle Boom Loader Shuttle Truck.**
- 5. 1-2008 Freightliner Pac Mac Knuckle Boom Loader Shuttle Truck.**
- 6. 1-1998 Ford F-700 Ramer Knuckle Boom Loader Shuttle Truck.**
- 7. 1-1992 Ford F-700 Ramer Knuckle Boom Loader Shuttle Truck.**
- 8. 6-1986-2004 Model 20 CY Ramer Dump Trailers.**
- 9. @ 6000 96-Gallon Americart Garbage Carts (price per individual unit)**
- 10. 2014 Freightliner Rear Loader Garbage Truck with 25 CY Heil Dura Pack 5000 Body**
- 11. 2015 Peterbilt Automated Garbage Truck with 31 CY New Way Body**

ATTACHMENT XI

CITY OF OZARK, AL ORDINANCE

ARTICLE II. - SOLID WASTE COLLECTION AND DISPOSAL^[2]

Footnotes:

--- (2) ---

Editor's note— Ord. No. 2005-13, §§ 1—12, adopted December 20, 2005, amended article II in its entirety to read as herein set out. Former article II, §§ 10-21—10-32, pertained to similar provisions, and derived from Ord. No. 2002-15, §§ 1—12, 12-17-02.

Sec. 10-21. - Definitions.

The following terms when used in this article shall have the meanings respectively ascribed to them, unless the context clearly indicates otherwise:

Business/commercial: A business or commercial establishment located in a business or commercial zone and being licensed by the city.

Commercial contractor: A person licensed and permitted by the city to collect commercial garbage within the corporate limits of the city.

Garbage: Includes all waste accumulations of animal, fruit and/or vegetable matter that attend the preparation, use, cooking, dealing in or storage of meat, fowl, fish, fruits, or vegetables; also tin cans or other containers originally used for foodstuffs, including waste and discarded materials including rubbish.

Home occupation: A business, profession, occupation, or trade, conducted within the living area of a dwelling or within an accessory structure where a residential garbage fee is being charged.

Residence: Single-family dwellings, duplexes, townhouses, apartments, and trailers.

Residence unit: Single-family residence, mobile home, trailer, or other occupied dwelling, each apartment in an apartment complex or house, each trailer or mobile home in a trailer park.

Roll-out container: A polyethylene container designed to contain solid waste materials including garbage, and rubbish, and which shall have suitable wheels and a handle so it can be pushed or pulled with little effort, and can be lifted and dumped in an automated or semi-automated manner by hydraulic dumping units attached to standard city garbage vehicles.

Rubbish: All non-perishable solid wastes, consisting of both combustible and noncombustible wastes, such as paper, cardboard, glass, crockery, excelsior, cloth and similar materials.

Trash: Leaves, yard clippings, limbs, debris from pruning or processing plant material, furniture, appliances, and other discarded items.

(Ord. No. 2005-13, § 1, 12-20-05)

ATTACHMENT XI CONTINUED

Sec. 10-22. - Collection of disposal service established.

There is hereby established in the city a garbage, trash and rubbish collection, hauling and disposal service, to be operated by the City of Ozark Public Works Department, Sanitation Division. The collection, hauling and disposal of garbage shall be made by the public works department not less frequently than once each week in residential and commercial areas. Rubbish, trash, leaves, grass, straw and shrubbery trimmings shall be collected once per week in residential areas on scheduled collection days and collection in commercial areas shall be as needed. All collection schedules are subject to change due to legal holidays or weather conditions, or other circumstances deemed by the city to justify such change.

(Ord. No. 2005-13, § 2, 12-20-05)

Sec. 10-23. - Authority of public works director to further regulate garbage and trash collection.

The public works director has the authority to cause to be made departmental regulations for an orderly, efficient and economically feasible residential and commercial garbage and trash collection system.

(Ord. No. 2005-13, § 3, 12-20-05)

Sec. 10-24. - Mandatory public participation.

Every person, household, or residential property generating garbage shall participate in and subscribe to the city's system of services and shall comply with the requirements of this article whether or not they desire the services be rendered except as provided in section 10-266. Every business, industry, or commercial property shall participate in and subscribe to the City of Ozark Public Works Department service or a commercial garbage contractor or a governmental entity or authority, all approved by the city and shall comply with the requirements of this article whether or not they desire the services. They shall be required to pay such collection and disposal fees that may be established by the city. The city hereby adopts the rules and regulations of the state department of public health regarding solid waste collection, transportation, storage, processing and disposal as may be amended from time to time and any local rules of the county health board that may be promulgated from time to time with regard to solid waste collection, transportation, storage, processing and disposal. The provisions of this article are mandatory and not voluntary.

(Ord. No. 2005-13, § 1, 12-20-05)

Sec. 10-25. - Providing containers; placement for emptying; repair and replacement; back entrance pick-up.

- (a) The city will provide each resident a roll-out container for the purpose of storage of garbage. (This is the only container authorized for use; garbage will not be collected loose or in any non-city container.)
- (b) The city will provide each business or commercial establishment desiring to use the City of Ozark Public Works Department for garbage or refuse collection with a container or containers for the purpose of storage of garbage.

ATTACHMENT XI CONTINUED

- (c) On scheduled garbage pick up days, the resident or business will be required to place the roll-out container at the curbside not later than 7:00 a.m. and remove the roll-out container from the curbside not later than 7:00 p.m. the same day and place the roll-out container in the rear yard out of view of the traveled way.
- (d) The resident or business will be responsible for cleaning of the roll-out container.
- (e) The city will be responsible for repair or replacement of roll-out containers damaged or stolen through no fault of the resident. Residents may purchase replacement or additional containers from the city public works department.
- (f) Upon proof of disability because of health, age or other reasons, the public works department will collect garbage from roll-out containers placed near the back entrance of such residence upon agreement with the department.
- (g) No collection personnel shall enter houses or buildings.

(Ord. No. 2005-13, § 5, 12-20-05)

Sec. 10-26. - Disposal of trash.

In residential areas:

- (1) All leaves, limbs, prunings, appliances, furniture and discarded items shall be placed behind the curb within the right of way, not in the street, and will be picked up once per week.
- (2) All grass clippings, leaves and pine straw shall be placed in plastic trash bags and sealed tightly to prevent spilling.
- (3) All sanitary pads and disposable diapers, and other materials used in the care of infants, convalescents, or bedridden people, shall be placed in double plastic, sealed airtight bags, and placed in roll-out containers for collection on scheduled garbage collection days.
- (4) Where a garbage fee is not paid at a vacant lot, unoccupied residence or building, the owner or contractor is responsible for the removal of trash and other items. One time request may be made under the requirements of section 10-31 herein.
- (5) Building debris, such as scrap lumber, plaster, roofing, concrete, brick bats and sanding dust, resulting from the construction, repair, remodeling, removal or demolition of any building or appurtenance on private property; and dirt, stumps and tree trunks will not be removed by the public works department, but the owner shall cause such waste to be privately moved.
- (6) The city shall not be responsible for the collecting and hauling of rubbish, trash, limbs, brush or other debris from private property preliminary to, during or subsequent to construction of new buildings of whatever type prior to occupancy. Such material shall be removed by the owner of such property or the contractor responsible for the accumulation of the same.
- (7) It shall be the responsibility of all fence companies, tree surgeons, pulpwood contractors, nurseries and landscape contractors or any individual or company doing work on private property to remove from premises all residue and rubbish resulting from such work.

In commercial areas:

- (1) Trash collection shall be as needed and/or requested.
- (2) When needed or requested, the placement and disposal shall follow the same rules for residential areas.

ATTACHMENT XI CONTINUED

(3) Rates and charges are established in section 10-31 herein.

(Ord. No. 2005-13, § 6, 12-20-05)

Sec. 10-27. - Commercial garbage collection.

The collection of all commercial garbage and trash shall be provided by the City of Ozark Public Works Department or a commercial garbage contractor who is licensed by and has a current permit from the city to operate within the city or a governmental entity or authority approved by the city.

(Ord. No. 2005-13, § 7, 12-20-05)

Sec. 10-28. - Unauthorized removal of garbage containers.

It shall be unlawful for any person to remove any garbage, rubbish or other like material from any garbage can or other container, within the city, after it has been placed therein except under the order of an officer, agent or employee of the public works department or by some other authorized person removing same for disposal.

(Ord. No. 2005-13, § 8, 12-20-05)

Sec. 10-29. - Dumping other than in containers.

No person shall place or cause to be placed upon the public streets, sidewalks or alleys of the city any garbage, trash, refuse or other waste unless the same be placed in a garbage or trash container as provided herein.

(Ord. No. 2005-13, § 9, 12-20-05)

Sec. 10-30. - Businesses not to sweep trash into streets or curb lines.

It shall be unlawful for any firm or business house to permit the residue from its sweeping of buildings, parking areas or sidewalks to be swept into curb lines or streets, but they shall have such residue or trash placed in proper receptacles.

(Ord. No. 2005-13, § 10, 12-20-05)

Sec. 10-31. - Rates and charges for collection services.

Beginning with the services rendered for the month of November 2010, and becoming due and payable on January 1, 2011, and continuing thereafter, the following charges shall be made and collected by the city for the collection, hauling and disposal of garbage and trash:

ATTACHMENT XI CONTINUED

- (1) Seventeen dollars (\$17.00) per month for each dwelling house, mobile home, trailer or other occupied dwelling and for each apartment in apartment houses, or complexes and for each trailer in trailer parks; and the owner of each said apartment house or complex shall be liable for the garbage fee on each dwelling unit in such apartment, and the owner of each trailer park be responsible for the garbage fee on each mobile home or house trailer in said trailer park.
- (2) For each dwelling house, mobile home, trailer, or other occupied dwelling and for each apartment in apartment houses or complexes and for each trailer in trailer parks when the total household income is solely dependent upon social security income there shall be an exemption as provided in the Code of Ala. 1975, tit. 22-27-3, and as subsequently amended.
- (3) For each dwelling house, mobile home, trailer, or other occupied dwelling and for each apartment in apartment houses or complexes and for each trailer in trailer parks when the total household income is ten thousand dollars (\$10,000.00) or less, there shall be a charge of seven dollars and fifty cents (\$7.50). This special fee shall be applied for on forms provided in the city clerk's office.
- (4) For each dwelling house, mobile home, trailer, or other occupied dwelling located outside the city limits of Ozark, when the Dale County Sanitation Department, for collection efficiency purposes, requests the City of Ozark Public Works Department to pick up garbage at a dwelling, there shall be a charge of nineteen dollars (\$19.00). Trash service will not be provided outside the city limits.
- (5) For each unoccupied dwelling house, mobile home, trailer, or other unoccupied dwelling and for each unoccupied apartment house or complexes and for each unoccupied trailer in trailer parks, whose owner shall request a one (1) time garbage pick up or service, there shall be a charge of twenty-five dollars (\$25.00). For the second request within one (1) calendar year at the same dwelling, mobile home, trailer or apartment, the same shall be charged a monthly collection fee as if occupied.
- (6) All trash, weeds, cutting from trees, lawns and gardens and discarded items picked up at occupied residences shall be charged for at the rate as set forth in [subsections] (1) and (2) above unless there is a one-half trailer load (ten (10) cubic yards) or more, in which case the fee shall be sixty-five dollars (\$65.00) per one-half trailer load.
- (7) For each unoccupied dwelling house, mobile home, trailer, or other unoccupied dwelling, and for each vacant lot whose owner shall request a one-time trash pick up or service, shall be charged a one-time fee of twenty-five dollars (\$25.00). When the one-time pick up or service also meets the additional charges as specified in [subsection] (6) above, the twenty-five dollar (\$25.00) fee shall be charged in addition to the fee in [subsection] (6) above. For the second request at the same dwelling, mobile home, trailer or apartment within one (1) calendar year, the same shall be charged a monthly collection fee as if occupied.
- (8) Twenty-five dollars (\$25.00) per month for each dwelling house, mobile home, trailer, occupied dwelling or property which contains a home occupation or home business. For each additional container provided, there shall be a charge of ten dollars (\$10.00) per month. Excess, surplus or scrap materials from in home occupations or home business performing work at a separate location will not be picked up.
- (9) Rates and charges for business or commercial establishments shall be determined, established, modified or amended from time to time by the City Clerk/Treasurer of the City of Ozark. The city is authorized to enter into contracts or service agreements with business or commercial establishments that desire service by the city.
- (10) For each business or commercial establishment requesting trash pick up service, there shall be a charge of thirty-five dollars (\$35.00). When the pick up or service also meets the minimum of one-half trailer load or more, the fee shall be sixty-five dollars (\$65.00) per one-half trailer load in addition to the thirty-five dollar (\$35.00) charge.

ATTACHMENT XI *CONTINUED*

- (11) For each passenger car and light truck tire (three-quarter ton or less) picked up in residential areas, there shall be a charge of five dollars (\$5.00), and for tires with rims attached, the charge shall be ten dollars (\$10.00). Larger tires and tires in business or commercial areas will not be picked up.
- (12) Waste oil will not be picked up, however, the city will provide a site at the public works department where residents may dispose of waste oil.
- (13) The practice of moving, transporting, or otherwise in any way deceptively locating garbage or trash to another location other than its originating location for the purpose of avoiding payment shall be unlawful and considered theft of services and punishable as provided by law.

Effective December 1, 2010, the failure to pay any fees or charges set forth in this section after the due date shall authorize the city to assess a late fee of three dollars (\$3.00) to be added to the total due for the collection services.

(Ord. No. 2005-13, § 11, 12-20-05; Ord. No. 2010-8, § 1, 9-7-10; Ord. No. 2010-12, § 1, 11-16-10)

Sec. 10-32. - Billing; collection agent.

- (a) All bills for service shall be rendered monthly on the same statement rendered by the Utilities Board of the City of Ozark for water and sewer services and handled in the same manner as prescribed by the utilities board.
- (b) The utilities board is hereby designated as the agent for collection of garbage fees, and such board shall remit the same to the city clerk on a weekly basis; provided, however, that where the person liable for the fees prescribed has no water or sewer service furnished to such person by the board, such fees shall be paid by such person to the office of the city clerk on a monthly basis. Such payment shall be due by the first day of each month and such payment shall be delinquent after the fifteenth of each such month.
- (c) Failure to pay the charges herein provided shall constitute a violation of this article and shall be unlawful and shall be punishable as provided by law.
- (d) Any provisions of chapter 10, article II of the Code of Ordinances of the City of Ozark in conflict herewith are expressly repealed.

(Ord. No. 2005-13, § 12, 12-20-05)

Secs. 10-33—10-70. - Reserved.

ATTACHMENT XII

SUGGESTED ESTIMATED SOLID WASTE FOR OZARK

Garbage collected from roll out containers	5000 ton/year
Roadside trash collected	5000 ton/year
Garbage collected from existing dumpsters (44 ea)	320 CY/week
Recycling collected from all sources	150 ton/year
Scrap tires collected	500 per year
Metal collected	unknown
Electronics collected	30 items/week

ATTACHMENT XIII

City of Ozark, AL Listing of Streets and Garbage Pick-Up Date

A B STUBBS RD - THUR	CAMELOT WAY - THUR	DIXIE DR - MON	HARRIS RD - TUES
ABBIE LN - MON	CAMILLA AVE - MON	DOE RUN RD - THUR	HARRY WALKER RD - TUES
ACKER AVE - THUR	CAMPGROUND RD - M, TU, WD	DOGWOOD CIR - MON	HAWRIDGE RD - THUR
ACORN CT - WED	CAMPUS DR - TUES	DON AVE - WED	HAZELWOOD RD - WED
ADAMS ST - WED	CANDLEWICK BLVD - WED	DON CIR - WED	HEADLAND AVE - THUR
AGNESS LN - THUR	CANTERBURY CT - MON	DONCASTER DR - MON	HEATHER DR - THUR
ALEC CIRCLE-WED	CARMICHAEL ST - THUR	DOVE ST - THUR	HERRING AVE - TUES
ALBERTA DR - WED	CARROLL AVE - TUES	DOWLING AVE - TUES	HICKORY CT - MON
ALCURI DR - MON	CARVER DR - MON	DOWLING ST - TUES	HIGHLAND AVE - MON
ALLAN CT - WED	CEDAR CT - THUR	DUMONT DR - THUR	HILLSIDE DR - WED
AMBER DR - WED	CEMETERY ST - THUR	EARL AVE - WED	HOLIDAY LN - MON
ANDREWS AVE - TU, WD, TH	CHALKER DR - WED	EAST AVE - MON	HOLLY ST - WED
ANNE ST - MON	CHANCEY DR - THUR	ED LISEBY DR - WED	HOLLY HILL RD - THUR
APACHE PATH - TUE	CHARLES ST - MON	EDGEWOOD DR - THUR	HOLMAN AVE - THUR
APPLE CIR - THUR	CHERRI DR - WED	ELIZABETH DR - WED	HONEYSUCKLE LN - THUR
ARD AVE - THUR	CHERRY LN - MON	ELPIS AVE - THUR	HORNSBY CT - MON
ARTHUR AVE - WED	CHESTNUT DR - MON	EMERALD CT - TUES	HORSESHOE BEND - WED
ASBURY HILL - MON	CHOCTAW AVE - THUR	EMERALD ST - TUES	HOSPITAL AVE - WED
ASHLEY DR - WED	CHRISTIAN DR - WED	EMMA AVE - TUES	HOUSTON ST - THUR
ATLAS ST - TUE	CHURCH AVE - TUES	ENTERPRISE RD - THUR	HUB ST - THUR
AUTREY CIR - THUR	CLARENCE DELONEY RD - THUR	ESTELLE CT - THUR	HUDSON CIR - WED
AVALON CT - THUR	CLAYBANK AVE - TUES	EUFAULA ST - MON	HUDSON CT - WED
BALCOM RD - THUR	CLAYTON ST - MON	EXCALIBUR LN - THUR	HUDSON DR - WED
BANACH CT - THUR	CLINTON PL - MON	EVERGREEN AVE - WED	HUGHES ST - TUES
BANKS AVE - WED	CO RD 36 - MON	FAIR AVE - TUES	HULL ALLEY - WED
BARBARA CIR - WED	COBY DR - TUES	FAIRVIEW DR - MON	HULL ST - WED
BARBARA DR - WED	COLLEGE AL - THUR	FAIRVIEW ST - MON	HUNTINGTON DR - THUR
BELCHER AVE - WED	COLLEGE LN - THUR	FAIRWAY WOODS DR - MON	HURRICANE CREEK RD - MON
BEN ST - THUR	COLLEGE ST - TUES	FAIRWOOD CIR - MON	HWY 123 S: PORTER ANDREWS TOWARD TOWN - TUES
BERKSHIRE DR - MON	COLLIER CT - MON	FAUST AVE - MON, THUR	
BERMUDA ST - TUES	COMER ST - TUES	FLOWERS AVE - MON	HWY 123 S: PORTER ANDREWS TOWARD NEWTON - THUR
BILL DELONEY RD - WED	COMMANCHE TRL - TUES	FOREST AVE - MON	
BINGHAM AVE - TUES	COMMUNITY DR - TUES	FORESTVIEW DR - WED	HWY 231 -
BIRCH CT - WED	COOK AVE - TUES	FOX BRIER DR - TUES	HWY 249 - TUES, WED, THUR
BLACKHAWK CIR - TUES	COPTER CT - THUR	FOX RIDGE RD - MON	ICE ST - WED
BLAKE DR - TUES	CORA AVE - WED	FRANK MARSHALL RD - THUR	JACKSON ST - THUR
BLOSSOM DR - WED	COUNTRY CLUB LN - MON	FRANKLIN AVE - MON	JAMES ST - TUES
BONNIE DR - THUR	COUNTRY CLUB DR - MON	FUQUA AVE - THUR	JASMINE DR - TUES
BOUTWELL CT - THUR	CREEK POINT - MON	GARLAND AVE - WED	JEB STUART - WED
BOXWOOD DR - TUES	CRESTVIEW TER - WED	GARNER DR - THUR	JEFFREY CT - TUES
BOYKIN AVE - WED	CRYSTAL CT - TUES	GARNER RD - MON	JERNIGAN LOOP - THUR
BOYKIN CT - WED	CRYSTAL DR - TUES	GLENWAY DR - MON	JERNIGAN RD - THUR

ATTACHMENT XIII

City of Ozark, AL Listing of Streets and Garbage Pick-Up Date

BRAE LOC LN - THUR	CYPRESS LN - WED	GLENWOOD LN - TUES	JODIE PARKER RD - WED
BRIAR CLIFF RD - MON	DALE AVE - TUES	GODWIN DR - THUR	JOHANNA DR - TUES
BRIARHILL CT - THUR	DEAN CHURCH RD - TU, WD	GOFF DR - THUR	JOHN D. SEIFERT DR - WED
BRIDLEWOOD CIR - TUES	DEBBIE CT - TUES	GRACE CT - WED	JOHNSON RD - THUR
BRIDLEWOOD LN - THUR	DEBRA LN - WED	GRACELAND CIR - WED	JOHNSON ST - TUES
BROAD ST - MON	DEER AVE - TUES	GRANDVIEW ST - TUES	JOHNTOWN RD - TUES
BROADVIEW TER - MON	DEER PATH FARMS RD - TU	GREEN VILLAGE RD - WED	JONES ST - MON
BROOKFIELD RD - WED	DEEPATH RD - MON	GREENBRIAR DR - WED	JORDAN DR - TUES
BROOKSIDE LN - THUR	DEESE RD - MON, TUES	GREENWOOD CT - WED	JOSEPH DR - MON
BROOKVIEW DR - TUES	DEL RIO TER - MON	GRIMES RD - THUR	JUDSON DR - WED
BROOKWOOD CIR - TUES	DELLWOOD LN - TUES	GUNTER ST - MON	JULIAN ST - TUES
BROWN DR - TUES	DENISE LN - THUR	HALL DR - TUES	JUNIPER DR - WED
BRUCE HUNTER BLVD - MON	DEPOT AVE - MON	HAMPTON PL - THUR	KAREN CT - THUR
BRYAN DR - MON	DERBY DR - MON	HAMRICK AVE - MON	KAREN DR - WED
BRYANT AVE - TUES	DERBY PL - MON	HANK NIX DR - WED	KAROL CIR - WED
BUENA VISTA DR - MON	DEXTER CIR - MON	HANOVER DR - WED	KATHERINE AVE - TUES
BYRD CIR - TUES	DICK AVE - TUES	HARPER DR - WED	KEIRNS CT - TUES
KEISHA CIR - WED	OAK AVE - MON	ROSEWOOD CIR - TUES	VAN HEUSEN DR - WED
KELLY DR - WED	OAK HILL DR - TUES	ROSS DR - THUR	VIRGINIA DR - TUES
KENNESAW GAP - WED	OAKDALE DR - MON	ROWE CT - TUES	WALDING CT - WED
KETCHAM ST - THUR	OLD VILLAGE RD - THUR	ROYAL AVE - MON	WALKER RD - WED
KING AVE - THUR	ORANGE LN - THUR	ROY AVE - WED	WALNUT CT - MON
KINGS CT - TUES	OSTEEN DR - THUR	ROY PARKER RD - M, TH	WALTER HAND RD - WED
LAKE AVE - MON	OWENS ST - THUR	RUBY ST - TUES	WALTON ST - WED
LAKELAND DR - THUR	OZARK AVE - TUES	SALIBA ST - MON	WASHINGTON AVE - TUES
LAKESHORE DR - MON	PAINTER AVE - WED	SAM LISENBY RD - THUR	WATSON DR - TUES
LAKEVIEW RD - MON	PARKER DR - TUES	SANDY DR - WED	WESLEY CIR - MON
LAKESWOOD LN - THUR	PARKER ST - WED	SANFORD PL - WED	WESLEY DR - MON
LARKIN ST - MON	PARKER HILLS DR - MON	SANSBURY LN - THUR	WESTVIEW DR - MON
LAUREL CT - THUR	PARKVIEW DR - TUES	SAXON LN - TUES	WHITE AVE - TUES
LEATHERWOOD CT - TUES	PARKWOOD CIR - MON	SEARCY ST - WED	WHITE OAK BEND - MON
LEE CT - TUES	PARRISH CT - WED	SELDON CT - TUES	WHITE OAK CIR - MON
LIBERTY AVE - WED	PATRICK ST - THUR	SHADOW WOODS CT - MON	WHITTLE HUDSON RD - WED
LINDA ST - THUR	PEACH LN - MON	SHADOW WOODS LN - MON	WILDWOOD CT - TUES
LISENBY DR - MON	PEACOCK CT - MON	SHARON CT - WED	WILKINS ST - WED
LOCK RIDGE LN - THUR	PEACOCK ST - MON	SHARON LN - WED	WILL LOGAN RD - TU, W
LOVE CT - WED	PEARSON DR - TUES	SHERRIL LN - MON	WILLA CIR - WED
LOWERY RD - TUES	PEBBLE CREEK CIR - MON	SHERWOOD CT - WED	WILLA ST - WED
MAGNOLIA ST - MON	PEBBLE CREEK DR - MON	SHIRLEY DR - WED	WILLIAMS DR - TUES
MAPLE CT - THUR	PECAN ST - WED	SHULSEN DR - TUES	WILLIS ST - TUES
MARK AVE - TUES	PERIWINKLE LN - THUR	SIMMONS AVE - WED	WILLOW OAKS DR - TU, W
MARLEY MILL RD - W, TH	PERRY ST - MON	SIMMONS PL - WED	WILLOW RIDGE LN - WED

ATTACHMENT XIII

City of Ozark, AL Listing of Streets and Garbage Pick-Up Date

MARTHA DR - MON	PETERS AVE - TUES	SIMMON ST - WED	WILSON AVE - TUES
MARTIN ST - TUES	PETERS CIR - TUES	SKIPPER CT - TUES	WINDSOR CT - TUES
MLK AVE - WED	PETERS CT - TUES	SKIPPERVILL RD - MON	WINNFIELD LN - THUR
MATTHEWS AVE - TUES	PETERS DR - TUES	SMITH AVE - THUR	WINSTON CIR - MON
MCCLOUD LN - THUR	PHILLIPS DR - TUES	SPRING LN - MON	WISTERIA WAY - THUR
MCDONALD AVE - TUES	PINE AVE - MON, THUR	SRING ST - WED	WOODED LN - WED
MEADOWLAKE CIR - TUES	PINEBROOK DR - THUR	SPRING LAKE BEND - MON	WOODLAND DR - TUES
MEADOWLAKE DR - TUES	PINECREST DR - TUES	SPRINGDALE LN - TUES	WOODLAND HILLS DR - MON
MEADOWVIEW DR - THUR	PINEVIEW CT - WED	SPRUCE LN - THUR	WOODPLACE CT - MON
MEGAN BLVD - WED	PLANTATION WAY - MON	SQUIRREL DR - MON	WOODVIEW DR - TUES
MELISA AVE - TUES	PLUM ST - WED	STEEL ARM DR - MON	WYNWOOD CT - WED
MERIONETH DR - TUES	POPLAR AVE - WED	STEPHANIE DR - TUES	YANCEY ST - TUES
MERRICK AVE - WED	PORTER ANDREWS RD - TH	STOKES AVE - WED	YOUNG AVE - MON, TUES
MERRY DELL DR - TUES	PRICE AVE - MON	STONEBRIDGE LN - MON	
MILDRED ST - WED	PRIDGEN ST - WED	STUART TARTER RD - MON	
MIRANDA AVE - TUES	QUAIL HOLLOW RD - THUR	SUGAR HILL - MON	
MIXON LN - TUES	QUARRELLS CT - TUES	SUNNY ACRES DR - TUES	
MIXON SCH RD - MON, TUES	RACE TRACK - THUR	SUSIE DR - THUR	
MORGAN LN - MON, TUES	RAILROAD ST - MON	SYLVAN DR - TUES	
MORNINGVIEW DR -	REBECCA LN - THUR	TANYARD AVE - THUR	
MOSE WARE RD - THUR	REBECCA ST - THUR	TERRELL DR - MON	
MOSS CIR - TUES	REDBUD CT - WED	THARPE DR - MON	
MUTUAL ST - MON	REDD ST - MON	THOMAS DR - TUES	
MYRTLE DR - MON	REED CT - TUES	THORNTON PL - MON	
MYRTLEWOOD DR - TUES	REYES STRASSE CT - TUES	THORNWOOD RD -TUES	
NANCY LN - TUES	REYNOLDS CT - THUR	TIMBERLINE DR - WED	
NATCHEZ WAY - MON	REYNOLDS ST - THUR	TROTMAN CIR - MON	
NEAL AVE - MON	RIDGECREST DR - THUR	TROTMAN DR - MON	
NED AVE - WED	ROBIN PARKER RD - WED	TROY ST - WED	
NEWTON AVE - MON	ROGERS CT - THUR	TWIN OAKS DR - THUR	
NOAH CIR - WED	ROLLING HILLS DR - WED	UNION AVE N. - MON, THUR	
NOEL AVE - WED	RONAN DR - TUES	UNION AVE S. - TUES	
NORTHWOOD DR - MON	ROOSEVELT AVE - M, TU	VALENTINE ST - TUES	
NOTTINGHAM WAY- MON	ROSEMARY LN - TUES	VALLEYVIEW DR - MON	