



Jefferson County Commission Purchasing Division



716 Richard Arrington Jr. Blvd N., Room 830, Birmingham, AL 35203-0009 Office: 205.325-5381 Fax: 205-204-4034 www.paca.jccal.org

Michael Matthews, Purchasing Agent, Ph.D., C. P. M.
DOROTHEA ROBINSON, PRINCIPAL BUYER
JOY MCDOWELL, BUYER

Date: 9/2/2020
ITB No: 72-20

To:	Prospective Bidders
Invitation To Bid Issue Date:	9/2/2020
Commodity Code:	91027
Sealed Bid For:	RESIDENTIAL GARBAGE, TRASH COLLECTION AND DISPOSAL SERVICES
Return Responses To: (Return responses in a sealed marked envelope, indicating the vendor name, RFP/ITB # and/or RFP/ITB name)	DOROTHEA ROBINSON, PRINCIPAL BUYER JOY MCDOWELL, BUYER Jefferson County Commission Purchasing Division, Room 830 716 Richard Arrington Jr, Blvd, N Birmingham, Al 35203-0009

*****IMPORTANT SOLICITATION DATES*****

PRE-BID CONFERENCE	INQUIRY DEADLINE	ITB DUE DATE	ITB OPENING DATE
September 22, 2020 At 10:00 AM (CST/ DST)	September 25, 2020 By 5:00 PM (CST/ DST)	October 5, 2020 By 4:00 PM CST/DST	October 6, 2020 At 2:00 PM (CST/ DST)

Full Invitation to Bid document can be downloaded at <http://jeffcobids.jccal.org>.

JEFFERSON COUNTY COMMISSION

Jefferson County is situated in central Alabama. It is the principal and most populous county in the state. The county seat is located in Birmingham. As of the 2010 Census, the population was 658,466. The County covers 1,123.80 square miles. Jefferson County is one of eight counties in Alabama with a limited-form of home rule government.

PURPOSE

Jefferson County Commission is accepting bids for Residential Garbage, Trash Collection and Disposal Services for the efficient, healthful and aesthetic operation of collection, hauling and disposal of non-hazardous and non-infectious solid waste for residents within unincorporated Jefferson County, Alabama.

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. **Notification of Intent should be emailed to Dorothea Robinson at robinsond@jccal.org by 5:00 PM on 9/29/2020 . (Full document available for download at <http://jeffcobids.jccal.org>.)**

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be typewritten and emailed to Dorothea Robinson at robinsond@jccal.org.

The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

Released by:



**Jefferson County Commission
Purchasing Division**



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INVITATION TO BID

72 – 20

**“RESIDENTIAL GARBAGE, TRASH COLLECTION AND
DISPOSAL SERVICES”**

COMMODITY CODE:

91027

Dorothea Robinson, Principal Buyer

Joy McDowell, Buyer

716 Richard Arrington Jr. Blvd No., Room 830

Birmingham, Alabama 35203

Phone: (205) 325 – 5381

Email: robinsond@jccal.org and mcdowellj@jccal.org



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DEFINITIONS

LOWEST RESPONSIBLE BIDDER

A responsive bidder whose bid is lower than those received from other bidders and whose reputation, past performance, and business and financial capabilities have been determined by the Jefferson County Commission to satisfy the requirements of the bid and/or contract.

QUALIFIED BIDDER

A responsive bidder meeting established standards of responsibility for the provision of a specified service, as determined by the Jefferson County Commission

RESPONSIBLE BIDDER OR OFFEROR

A person/organization who has the capability, in all respects, to perform the bid/contract requirements fully and the moral and business integrity and reliability to assure good faith performance

SEALED BID

A response to a solicitation that has been submitted in a sealed envelope to prevent its contents being revealed before the time and date set for the receipt of responses

SPECIAL PROVISIONS/SPECIAL TERMS AND CONDITIONS

Clauses pertaining to a contract that are unique to the service or product being obtained, which may supplement or, in some cases supersede one or more of the general terms and conditions that pertain to the same contract.

GARBAGE

All solid or semi-solid refuse subject to decay or putrefaction, tin cans, bottles, paper and all waste of animal or vegetable matter, except: (1) large appliances, heavy furniture, materials that will not fit into a 95 gallon cart; (2) infectious medical waste; (3) trees, wallpaper, roofing material, plaster, concrete blocks, or other substances that may accumulate as a result of the clearing of lots or lands, or of the repairs to or construction of buildings undertaken and performed by licensed contractors; and (4) waste or refuse which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State Law, or which cannot be lawfully disposed of at a sanitary landfill without special treatment or handling.

GARDEN RUBBISH

Normal accumulation of yard and grass cuttings, dry leaf rakings, shrubbery, vines and tree trimmings, hedge clippings, leaves, pine straw, and similar material, excluding large quantities of sod, dirt, or other materials requiring special handling, such as tree sections larger than four (4) feet in length and /or six (6) inches in diameter.

TRASH

Small debris, non-putrescible solid waste, cloth, paper, carboard, cardboard boxes, tin cans, glass, crockery, metals and other similar materials excluding a) an item weighing 700 pounds; b) an item over eight (8) feet long; and c) an item excepted in the definition of "Garbage" herein.

RESIDENCE

An occupied dwelling (whether a single-family home or a condominium, or townhouse) within unincorporated Jefferson County.



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DEFINITION - *Continued*

SFR or SINGLE-FAMILY RESIDENCE

Shall mean a detached single-family dwelling.

SOLID WASTE DISPOSAL FACILITY

Shall mean a facility selected by the Contractor, approved by Jefferson County and operated, sanctioned and licensed under the laws of the State of Alabama.

STATE

Shall mean the State of Alabama

HEALTH DEPARTMENT

Shall mean the State, City or County Health Department having jurisdiction over the particular activity or geographical area involved

CONTRACT DOCUMENTS

Shall include the Contract, Proposal Form completed by the Contractor, Bid Bond, Request for Bids, Notice to Bidders, Instructions to Bidders, Performance Bond, General Conditions, Supplemental Conditions,

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BID ANNOUNCEMENT

Sealed bids marked “**ITB 72 – 20 RESIDENTIAL GARBAGE, TRASH COLLECTION AND DISPOSAL SERVICES**” will be received by the Purchasing Manager, Room 830 Courthouse * 716 Richard Arrington Jr. Blvd N, Birmingham, Alabama 35203.

Bids will be **accepted until 4:00 P.M.** central time (standard or daylight savings time, as applicable) on **October 5, 2020**. Bids submitted after these dates and times **will not be considered**.

Bids will be publicly opened at 2:00 p.m. CST/DST on October 6, 2020, at Shades Valley Training Facility 1331 Oak Grove Rd, Birmingham, Alabama.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) after the “Bid Opening Due Date” may not be considered.**

The County reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid., attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, must become the property of the Jefferson County Commission regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and the County.

The County is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL REMAIN UNOPENED.**

BACKGROUND

Jefferson County is situated in central Alabama. It is the principal and most populous county in the state. The county seat is located in Birmingham. As of the 2010 Census, the population was 658,466. The County covers 1,123.80 square miles. Jefferson County is one of eight counties in Alabama with a limited form of home rule government.

PURPOSE

The purpose of this ITB is to establish a contract for Residential Garbage, Trash Collection and Disposal Services for the Jefferson County Commission Development Services Department. As of July 2020, the estimated number of Residences was 24,944.

AWARD

The Contract, if awarded, will be awarded to the lowest responsive, responsible and acceptable bidder, provided a satisfactory bid has been received. The County reserves the right not to accept any Proposals or to reject any or all Proposals or waive any formality in any bid. In particular, any alternation, erasure or interlineations of the Contract Documents of the Proposal may subject the Proposal to rejection by the County.

The opening and reading of the bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The County shall determine the responsibility of a Bidder from its knowledge of the Bidder’s qualifications, Statement of Bidders Qualification submitted with the bid or from any other sources. Once the County determines which



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bidders are a qualified, responsible Bidder – the award criteria will be based on the rate for Single Family Residential Garbage and Trash Service.

3. The Jefferson County Commission intends that the Contract shall be awarded within one hundred twenty (120) days following the date that Proposals are publicly opened and read.
4. The contract shall be deemed as having been awarded upon the vote of resolution of the Jefferson County Commission, and formal notice of such award shall be made by the County to the successful bidder.
5. It is understood that the prices proposed by the Bidder shall be the base prices to be paid for services beginning April 1, 2021. In the event the award for the contract is delayed, the Contractor may be asked to hold the proposed prices for an additional amount of time. The additional amount of time shall be agreed upon by both parties.

AWARD CRITERIA

- Meet Specifications/Requirements as stated in ITB
- Lowest responsible bidder based on the qualification stated in ITB

BID ACCEPTANCE/REJECTION

The County reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

BID OPENING AND RESULTS

Bids are opened publicly in the Jefferson County Purchasing Department. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening.

NON-RESPONSIVE SUBMITTAL

Respondents that do not meet all requirements of this solicitation, or which fail to provide all required information, documents, or materials, may be rejected as non-responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of Submittals are impossible, or those which affect the competitiveness of Submittals. Respondents whose submittals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. The Jefferson County Commission reserves the right to determine which submittals meet the material requirements of the solicitation and which Respondents are responsive.

SPECIFICATIONS

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the County’s intended use. Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.

TERM OF CONTRACT

This bid shall begin on **April 1, 2021** and terminate upon revocation of the collection permit issued by the Health Department, or on **March 31, 2024** whichever may occur first. The Jefferson County Commission may offer the option to renew the contract for three (3) additional one (1) year terms. The one-year renewal period will be automatic unless notification is given by either party that they intend not to renew the contract. Such notification must be given a minimum of 180 days prior to the beginning of the next one (1) year term.



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DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

- a. Evidence of collusion among Bidders
- b. Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- d. Any other reasonable, non-discriminatory reason.

HOST FEE

The Bidder must pay to the County, per quarter, a Host Fee of \$25,000.00 for a total Annual Host Fee of \$100,000.00.

- 1. The first \$25,000.00 quarterly host fee payment must be due 60 days from the first billing under the contract. All other \$25,000.00 quarterly Host Fee payments must be due sixty (60) days after the service period begins.
- 2. The Host Fee must not be itemized on the Customer's Statement.

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SCOPE OF WORK

The Bidder must have the sole and exclusive right to collect garbage, trash, garden rubbish within Unincorporated Jefferson County and they must collect residential garbage, trash, garden rubbish and from those owners requesting such service on a regular scheduled basis, as hereinafter set out in the bid, and actively solicit business from all household therein.

Garbage Collection and Disposal Services

It must be the duty of the Bidder to collect and deposit at a Solid Waste Disposal Facility (as defined by the Jefferson County) all residential garbage as defined in the generated within unincorporated Jefferson County. The bidder must pay all fees and charges established by the disposal site operator. The Bidder must furnish to the County all routes and schedules and notify the County and Customer, 30 days in advance, of any changes in routing structure (including change in service day), equipment or other services performed or made. The Bidder must use enclosed vehicles to pick up containerized or bagged residential garbage located at either curbside or at the rear of the dwelling or Residence and return containers to their previous location with lids in the closed position. **CARTS MUST NOT BE LEFT IN SUCH LOCATION THAT CAUSES STREETS, DRIVEWAYS, AND/OR MAILBOXES TO BE BLOCKED.** The Bidder must perform such garbage collection services as provided herein at a frequency of one (1) time per week, Monday through Friday, fifty-two (52) weeks per year. Customers must have a normally scheduled collection day and must be serviced on that day, unless said collection day falls on a Holiday exempt from collection services. In which case service must be scheduled for the following workday. Customers must receive a minimum of 30 days' notice, in writing, of a change in their normally scheduled collection day. Garbage may be transferred from a resident's container into leak-proof containers used by the bidder for the purpose of carrying garbage to collection trucks. Such transfers, however performed, must be done in a sanitary manner and the bidder must pick up all material spilled in making such transfers. Collection of garbage must be made from the place where garbage cans are located on the property. When applicable, containers picked up at the rear of any dwelling or Residence must be returned to the rear with lid(s) closed and must, under no circumstances, be left at the curb. Workers and the truck, to which they are assigned, must be performing collection services on the same street at the same time – no stockpiling of garbage must be permitted. All areas around garbage carts must be left free from any refuse spilled during the collection. The bidder must not, however, be responsible for cleaning up unsanitary conditions around the refuse containers which were caused by the negligence or carelessness of the tenant or occupant. Care must be taken by employees of the Bidder to prevent damage to containers by unnecessary rough treatment. Employees of the bidder must not be required to expose themselves to the danger of being bitten by dogs in order to accomplish the work provided for herein in any case where such animals are allowed to roam at large. The Bidder must not be required to enter fenced areas or into basements for the purpose of performing the work provided herein.

Trash Collection and Disposal Services

The Bidder must collect all items of trash as defined in bid, which are located at the curbside or each Residence in unincorporated Jefferson County at a frequency of one (1) time per week. Monday through Friday, fifty-two (52) weeks per year. Customers must have a normally scheduled collection day and must be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In which case service must be scheduled for the following workday. Customers must receive a minimum of 30 days' notice, in writing, of a change in their normally scheduled collection day. Bidder will not be required to pick up trees, construction material, roofing material, plaster, concrete, concrete blocks, or other substances that may accumulate as a result of the clearing of lots or land, or of the repairs to the construction of buildings undertaken and performed by licensed contractors. The Bidder will not be responsible for quantities of trash for any one residence in excess of two (2) cubic yards per pick up. Quantities in excess thereof will be collected on subsequent trips. Collection of trash must be made from the place where trash is located on the property at curbside and no more than four (4) feet from the curb of the roadway or alley. Further, if containers or bins are used, they must be replaced in such a manner as not to block driveways or mailboxes. Space about the containers or bins must be left free from any trash spilled during the collection. Trash collection and related landfill charges are included in the unit garbage price and will not result in additional charges to the customer.



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SCOPE OF WORK – *Continued*

Garden Rubbish Collection and Disposal Services

The Bidder must collect all items of Garden Rubbish as defined in bid, which are located at the curbside of each Residence in unincorporated Jefferson County at a frequency of one (1) time per week. Monday through Friday, fifty-two (52) weeks per year. Customers must have a normally scheduled collection day and must be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In which case service must be scheduled for the following workday. Customers must receive a minimum of 30 days’ notice, in writing, or a change, in their normally scheduled collection day. The Bidder may require that all grass clippings and leaves be bagged. Tree branches and trimmings must not exceed six (6) inches in diameter and/or forty-eight (48) inches in length. The Bidder may not require that any material be bundled and tied. This waste must be picked up with the residential garbage collection. This service must be at the Customer’s option.

Rear of Residence Services

For residents requiring rear of residence services due to a local covenant, ordinance, or Jefferson County resolution, the Bidder must provide backdoor collection services. Bidder must also provide rear of residence collection services to elderly, disable or others, who do to unordinary circumstances, might encounter an extreme hardship in getting refuse to the curbside. The Bidder may require proof of disability from a physician in the case of disability. In the event of a question or whether rear of residence service should be provided, the County Manger must make any final decision. Residential garbage and trash must be placed by the Customer at the backdoor readily accessible by the Bidder. Service will be provided at a frequency of one (1) time per week. Monday through Friday, fifty-two (52) weeks per year. Customers must have a normally scheduled collection day and must be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In which case service must be scheduled for the following workday. Customers must receive a minimum of 30 days’ notice, in writing, or a change, in their normally scheduled collection day.

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INSTRUCTIONS TO BIDDERS

BID FORMS

Bid must be submitted on preprinted Bid Sheet (see page(s) 27 – 37) supplied by the Jefferson County Purchasing Department. (*Note: Vendor name must appear on line provided at bottom of each bid sheet.)

BIDDER REQUIREMENTS

QUALITY AND TIMELINESS OF SERVICE

Hours of Operation – The collection described herein must be between the hours of 6:00 A.M. and sunset, not to exceed 7:00 P.M., Monday through Friday, as established by the National Weather Service. If the collection is not completed by sunset, collection will be completed the following day.

Holidays – Bidder must not be required to collect garbage, trash, or recyclable materials on the eight (8) following holidays: New Year’s Day, Martin Luther King, Jr. Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, provided the number of scheduled pickups must be maintained in each respective week. If a normally scheduled pick-up falls on one of the above holidays, collections must be on the following workday. Saturday pick-up will be allowed.

Office and Telephone – The Bidder must maintain, at its costs, a telephone line listed in the name in which it does business as the bidder. Calls must be answered, and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded), customer service agent employed by the Bidder and working within the Bidder local office. The Bidder must provide an adequate number of telephone lines so that under normal circumstances, there will be no unreasonable delays to residents trying to contact the Bidder. Messages left with customer service must be responded to within the same business day unless the call is received after 4:00 PM in which case the call must be responded to the next business day by 12:00 PM. Messages received on weekends and/or holidays must be responded to the next business day.

FIELD MANGER

The Bidder must use only personnel who are qualified to perform the work required herein and must require its employees to serve the public in a courteous, helpful and impartial manner. All work under this bid must be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and all services performed must be subject to inspection and approval by the County. The Bidder agrees that unless promoted, transferred to another operating location not serving Jefferson County, terminated, disciplined or requested to be removed by the County, that the Bidder will permanently assign a driver to each route with the County and leave said drive on that route.

STIPULATED PENALTIES

The Bidder must make every reasonable effort to provide high quality service and have no unresolved complaints or request. Upon determination by Jefferson County that an unresolved complaint and/or an unfulfilled request warrants the imposition of stipulated penalties, the Bidder must pay the County the sum of One Hundred Dollars (\$100.00) for each complaint or request not satisfied by the Contractor within twenty-four (24) hours after receipt of email notification thereof by the County. If there are more than two (2) complaints at the same residence within the same month, the County may double the penalty to Two Hundred Dollars (\$200.00), notwithstanding the 24-hour time period. When applicable, the Bidder will be notified of the imposition of such penalties by the County. Penalties must apply to garbage, trash, garden rubbish, and cart delivery. Penalties must be due upon demand by the County.



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INSTRUCTIONS TO BIDDERS - *Continued*

NOTIFICATION OF CHANGE IN SERVICE

Should the Bidder change the schedule of any collection days for garbage, trash, and/or garden rubbish, the Bidder must inform the customers, in writing, a minimum of (30) days in advance of the proposed change. Other means of notification may be approved by the County prior to use.

EQUIPMENT REQUIREMENTS

The Bidder will provide sufficient mechanical equipment to maintain regular schedules of collections and to full perform all services in accordance with this bid. All equipment must be three years old or newer from the award date and must be six years old or newer for the three years of the award. Failure to furnish uninterrupted service as scheduled may subject the Bidder to cancellation of award by the County and forfeiture of the performance bond. Trucks or other vehicles engaged in the business or hauling garbage, domestic rubbish, or garden rubbish must be so covered, secured or sealed that there will be no loss of contents during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. Said trucks or vehicles must be approved by the Health Department and must be properly marked with identification as set out in Health Department. All trucks must be equipped with appropriate telecommunication equipment as necessary to provide for direct communication between the Bidder Field Manger and the Bidder's personnel on each and every truck operating with unincorporated Jefferson County. All equipment used in unincorporated Jefferson County must be dedicated to Jefferson County and must not be scheduled for regular service to any other customer. Bidder must keep and retain sufficient back-up equipment available to replace equipment that requires maintenance or service. County staff may evaluate equipment used by the Contractor and must resolve any questions regarding proper equipment through the local Health Department. Failure to provide adequate equipment, or improper use of said equipment, may subject the Bidder to cancellation of any award by the County and forfeiture of the performance bond.

CART SPECIFICATIONS FOR GARBAGE

The Bidder will provide one (1) Garbage Cart per dwelling at no cost to the Customer. Garbage Cart must be an MSD 95-gallon plastic molded refuse cart as specified. Carts must be new and matching. The Bidder will provide additional MSD 95-gallon plastic molded refuse carts, as requested, at the cost indicated on the Proposal Form. These carts are carts that are provided to residents over and above the carts provided at no cost to the customer. Carts that are damaged, lost or stolen must be replaced promptly, upon request at no additional cost to the customer. Replacement of lost or stolen carts at no cost must be limited to two carts per account after which the Bidder may charge the customer the cost indicated on the Proposal Form for 95-gallon Garbage Carts. When replacement or additional carts are requested, the Bidder will assemble and deliver such fully assembled cart to the resident within three business days. Failure to deliver carts by the appropriate deadline may, at the County's sole discretion, result in the imposition of stipulated penalties as specified in the bid. The carts proposed for use by the Bidder under this bid must meet the specifications as described herein and/or by approved by the County.

Garbage Cart Specifications (95-gallon). Cart must meet minimum qualities and characteristic of MSD 95-gallon cart manufactured by Otto Industries, Incorporated, or equal. Cart body must be highly-density polyethylene plastic body. Container body must be completely sealed without any open areas and have two rubber wheel assemblies. Cart must be designed for manual or semi-automated bar lifter systems. Cart lid must be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off. Cart body must be sequentially numbered with permanent hot-stamped 1 1/2" high white numbers on front of cart body. Carts must be non-facing, ultraviolet stabilized GREEN, GRAY, OR BLACK for Garbage. All carts must be new and matching and must be approved by the County prior to distribution to the Customer. Dimensions should be approximately 26" wide, 33" deep and 46" tall. Load rating should be approximately 200 pounds.



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INSTRUCTIONS TO BIDDERS - *Continued*

Cart Warranties, all carts must have a ten (10) year warranty covering the container body, lid, wheels, axle and all other parts. Any component parts which fail, in materials or workmanship, to perform as originally designed, must be replaced by the Bidder at no charge to the customer including but not limited to:

1. Failure of the lid to prevent rainwater from entering container when closed on the container's body.
2. Failure of the lid and/or container body to prevent penetration by vermin.
3. Damage to the container body, lid, or any component parts through opening or closing of the lid.
4. Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either opened or closed.
5. Failure of axle to remain free of excessive rust and corrosion, to be determined by the County.
6. Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product/chemicals other than those listed by the Bidder.
7. Failure of any portion of the bottom of the container body to remain impervious to damage or wear including repeated contact with rough and abrasive surfaces. If at any time during the ten-year warranty period, a container bottom becomes worn or damaged and leaks when filled with water, such container body must be replaced in its entirety and without charge under the warranty.
8. Failure of the rubber tires to remain in place and fully serviceable, as designed and intended.
9. Failure of the container body, lid, hardware, or any component parts to maintain their original shape.
10. Failure of the wheels to provide continuous, easy mobility as originally designed or intended.
11. Failure of any container body, lid, wheels, or other component part to conform to the minimum standards specified herein; i.e., failure to use only first quality high-density, virgin resin.
12. Damage to or failure of container assemblies caused by any incompatibility of the container and the Bidder's hydraulic dumping units.

UNITS TO BE SERVED

The Bidder must maintain a detailed list of the addresses of all residences that is served within unincorporated Jefferson County. The Bidder must provide a list in an electronic spreadsheet or database format, such as Microsoft Excel or Microsoft Access, to the County, on a quarterly basis. The Bidder must provide other or further information and data pertinent to this bid as may be reasonable requested by the County, except for confidential and proprietary information of the Bidder. As of July 2020, it is estimated that the number of residents in the unincorporated Jefferson County is 24,944 that will be service.

CHANGES IN PRICE

Annexation: Any contiguous areas added to unincorporated portions of the County must be added within the service area for Garbage and trash, by the Bidder at the same per unit charge as the bid.

EXTRA SERVICE

Requests for pickup of large items such as appliance, furniture, tree sections, sod, lumber or other items not defined in this bid as "garbage", "trash", or "garden rubbish" must be considered as requests for special pickup services and the charges for such special services are not included in the fees set out in the bid, but must be agreed upon by the person requesting the service and the Collector prior to the service being provided.

BIDDER RESPONSIBILITY

1. Vendor must be licensed to do business in Jefferson County
2. Vendor must be registered through Vendor Self Service
3. Vendor must provide their DUNS (Data Universal Numbering System) number
4. Vendor must be excluded from SAMS (System for Award Management)



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INSTRUCTIONS TO BIDDERS - *Continued*

BID SUBMITTAL DEADLINE AND INSTRUCTIONS

The Bid Submittal Deadline is October 5, 2020. Bid must be submitted in sealed envelopes/package and should be properly identified with the bid number and Bid Submittal Deadline:

1. All bids must be sealed and clearly marked **RFP 72-20 RESIDENTIAL GARBAGE, TRASH COLLECTION AND DISPOSAL SERVICES**.
2. The envelope or package containing the bid must have the name of the Vendor, complete address, telephone number, and name of contact person. **ALL BIDS MUST ARRIVE IN THE PURCHASING DEPARTMENT, 716 RICHARD ARRINGTON JR, BLVD, NORTH, ROOM 830, BIRMINGHAM, AL 35203-0009, (October 5, 2020) BY 4 PM, CST, THE DAY PRIOR TO BID OPENING DATE. BIDS ARRIVING ON OPENING DAY WILL NOT BE ACCEPTED. Bids sent by electronic devices (i.e., facsimile and e-mail) are not acceptable and will be rejected upon receipt.** Vendors will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means. It will be the sole responsibility of the Vendor to have the bid delivered to Jefferson County Purchasing Department before the closing hour and date.

The County is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL BE DISQUALIFIED AND NOT OPENED.**

3. Vendor must have all proper “Required Forms” (Pgs. 27 – 37) signed, dated and notarized (where applicable).

COMPETENCY OF BIDDER

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The County shall determine the responsibility of a Bidder from its knowledge of the Bidder’s qualifications, Statement of Bidder’s Qualifications submitted with the bid or from any other sources.

A bid will not be considered from any Bidder who, as determined by the County , has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization and equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the specification of this bid or any other non-discriminatory reason. The decision of the County will be final.

The County shall require the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. **AS PART OF THE BID SUBMITTAL**, the Bidder will be required to furnish the following information:

- a) A copy of the latest available certified financial statement certified by a nationally recognized firm of independent certified public accountants.
- b) Evidence that the Bidder is in good standing under the laws of the State of Alabama, and in the case of corporations organized under the laws of any other State of Alabama, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Alabama and Jefferson County or a sworn statement that it will take all necessary action to become so licensed if its Bid is accepted.



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INSTRUCTIONS TO BIDDERS - *Continued*

- c) Evidence, in form and substance satisfactory to County, that Bidder has been in continuous existence as a going concern for in excess of five (5) years or more and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, which will ensure their ability to maintain operations under all conditions.
- d) Evidence, in form and substance satisfactory to the County, that Bidder's experience as a going concern in refuse collection and disposal is derived from operations of comparable size to that contemplated by the Contract Documents.
- e) Evidence, in form and substance satisfactory to the County, that Bidder is licensed and permitted to transport and dispose of non-hazardous solid waste.
- f) All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by the specifications. No contract will be awarded to any bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, and equipment that is no older than three (3) years to conduct and complete the collection, hauling and disposal services in strict accordance with the Contract Documents for this Bid. The decision of the County will be final.
- g) List of entities of comparable size for which the Contractor is currently providing a similar service.
- h) List of equipment, including quantity, year, make and model that the Contractor proposes to use fulfilling the contractual obligations if Contractor receives award of this bid.

In the event that the County shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified, responsible Bidder, the Bidder shall furnish any or all of the following information, all of which shall be sworn to under oath by the bidder or, if the bidder is a corporation, by an executive officer of the bidder:

- a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.
- b) Evidence, in form and substance satisfactory to County, that Bidder possess as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- c) Such additional information as will satisfy the County that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualifications of the above paragraph by submitting the experience and qualification of its parent organization and subsidiaries or affiliates of the parent.



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INSTRUCTIONS TO BIDDERS - *Continued*

BUSINESS LICENSE

In the event you receive a notification of intent to award letter, **you will be required to provide your Jefferson County business license within 7 days of receipt of notice of intent to award.** If you are not currently registered with Jefferson County Revenue Department, and do not have a business account number, applications may be obtained by logging on to <http://jeffconline.jccal.org/revenue>. Once you have logged on, click on Business License and then ****New Applicants**. Failure to submit the requested information may result in the notice of intent to award being revoked.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine-digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification e <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The Jefferson County Commission does not provide DUNS numbers.*

INQUIRY DEADLINE

All inquiries due by 5:00 p.m. CST/DST on September 25, 2020.

INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the ITB must be binding on the Jefferson County Commission unless submitted in writing and distributed as an addendum by the Jefferson County Purchasing Department. Interpretations and/or clarifications must be requested in writing and directed to **Dorothea Robinson, Jefferson County Purchasing Division, 830 Courthouse, 716 Richard Arrington Jr. Blvd. North, Birmingham, AL 35203, (Fax: 205-214-4034) or (email: robinsond@jccal.org)** **Verbal information obtained otherwise will not be considered in awarding of contract. All addenda must become part of the ITB.**

LICENSES/CERTIFICATES

Jefferson County reserves the right to require documentation that each bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, the County reserves the right to require you to provide documentation of your current license and/or certification before considering your Bid and/or before awarding a contract.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held on **September 22, 2020 at 10:00 A.M. CST**. The conference will be held at the Shades Valley Training Facility, 1331 Oak Grove Road, Birmingham, Alabama. This is a mandatory pre-bid conference and only those in attendance will be considered as responsible bidders to provide the services required by this ITB. Any other bids received from those not attending the pre-bid conference will not be considered.

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. **Notification of Intent should be emailed to Dorothea Robinson via email at robinsond@jccal.org or via fax (205.214.4034) by 5:00 PM on 9/29/2020** . (Full document available for download at <http://jeffcobids.jccal.org>.)



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INSTRUCTIONS TO BIDDERS - *Continued*

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be typewritten and emailed to **Dorothea Robinson via email at robinsond@jccal.org by 5:00 p.m. CST/DST on September 25, 2020.**

VENDOR REGISTRATION

To become a registered vendor with the Jefferson County Commission, Purchasing Department’s competitive vendor base, please visit our VSS (Vendor Self-Service) website at <https://mss.jccal.org/mss> or by calling 205-325-5381. Our vendor registration system is designed to maximize your opportunity to participate in the County’s purchasing program.

New Vendors

To create a vendor profile, you may:

1. Go to the VSS website: <https://mss.jccal.org/mss> (Compatible with Internet Explorer ONLY)
2. Click “Vendor Self Service”, then “Registration”
3. It is very **Important** that you Complete the following steps:
 - a. **Enter** your Contact Info
 - b. **Complete** the New Vendor Registration: General Information
 - c. **Enter** a viable **email address** (where you want notifications to be sent) and **DUNS #** in the General Information section
 - d. **Verify/Save** the mailing address **and Enter** Remit Address
 - e. **Enter** Vendor additional Contacts
 - f. **Select/Save ALL** Commodity Codes that apply to the goods and/or services you offer, as applicable – and –
 - g. **Upload** a current copy of your W-9 (signed and dated within 18 months of today’s date, preferably in the current year).

Existing Vendors: To update your vendor profile, you may go to <https://mss.jccal.org/mss>.

COMMERCIAL SOLID WASTE COLLECTION SERVICES

The collection, transportation and disposal of garbage, domestic rubbish, green rubbish, recyclable material or other solid waste emanating from or generated by any business, industry or commercial establishment shall be a contractual matter negotiated between said business, industry or commercial establishment and any collector approved by the Health Department and licensed to conduct business in Jefferson County, Alabama. There shall be no defined area in the unincorporated portion of Jefferson County, Alabama for the collection, transportation or disposal of solid waste from any business, industry or commercial establishment. For the purpose of this agreement, a multi-family residential complex, including but not limited to apartments, condominiums, townhomes, garden homes, mobile home subdivisions and mobile home parks may be considered commercial establishments if the contract for commercial waste removal service is coordinated through a property management company or a resident’s association, and payment for such service is made to the collector by said management company or association and not by individual residents.

WASTE DISPOSAL AND FEE

The Contractor shall dispose of all garbage, domestic rubbish and garden rubbish at a Solid Waste Disposal Facility selected by the Contractor, approved by Jefferson County and operated, sanctioned and licensed under the laws of the State of Alabama. The Contractor shall pay fees and charges establish by the disposal site operator but shall not exceed standard published rates.



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SPECIAL PROVISIONS FOR SERVICES



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SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY

The contractor must fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He must exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

AUTHORITY OF THE COUNTY

Subject to the power and authority of the County as provided by law in this contract, the County must in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The County must decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BUSINESS LICENSE

If the scope of work under this bid includes performing services or installation on County property, the SUCCESSFUL BIDDER must have a current Jefferson County Business License. Inquiries regarding Business License may be directed to the Revenue Department at 205-325-5171 or via email at license_and_taxes@jccal.org for more information. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

CONTRACT INCORPORATION

This contract embodies the entire contract between the County and the Contractor. The parties must not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract must be valid unless reduced to writing and signed by both parties. The complete contract must include the entire contents of the bid solicitation, all addenda, all of Bidders' successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

EXAMINATION OF SPECIFICATION AND SITE

All bidders are expected to visit the site of the work to ascertain existing conditions. Failure to do so will in no way relieve the successful bidder from the necessity of furnishing all materials and equipment, and performing all work required for completion of the contract. All on-site inspections by potential bidders are at bidder's own risk. Bidder must be liable for any injuries or damages arising out of the performance of an inspection visit.

INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the County. This contract shall not be sublet or assigned except with the written consent of the County. No such consent shall be construed as making the County a party of such assigned contractor approved, or subject said County to liability of any kind to any subcontractor. Further, the County reserves the right to terminate this contract upon thirty (30) day notice in the event the Contractor makes a substantial change in its corporation structure or its ownership without the written approval of the County. The County shall not unreasonable withhold any consent requested hereunder.

INSURANCE REQUIREMENTS

Within fifteen (15) consecutive calendar *days* of award of contract, Successful Bidder must furnish the County with the Certificates of Insurance proving coverage as specified in the "Insurance" section of this bid document, under General Terms and Conditions, and naming the County, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.



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PERMITS

The Contractor shall have obtained all necessary permits, licenses, bonds or insurance as required by this contract or any other governmental board or agency shall be obtained within thirty (30) days of execution of this Agreement and prior to beginning of service. The Contractor shall not be authorized to collect solid waste under this agreement until these requirements have been satisfied.

UNKNOWN OBSTRUCTIONS

Should any unknown obstruction be encountered during the course of this contract, the Contractor immediately bring it to the attention of the County. The contractor must be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

PERFORMANCE BOND

The party to which the Contract is awarded (“Contractor”) shall furnish to the County a performance bond or an irrevocable bank letter of credit for the faithful performance and obligations arising out of this bid and the Contract in an estimated amount equal to one hundred percent (100%) of the annual contract amount for the first twelve (12) month period of the Contract, said performance bond or letter of credit to be renewed on an annual basis thereafter during the entire term of the contract or any renewal thereof. The performance bond shall be executed by a Surety Company which is satisfactory to the County and is a duly licensed corporate surety authorized to do business in the State (“Surety”). A letter from the Surety, signed by an authorized representative of the Surety and attorney, shall be attached to the bid stating the bidder can obtain said performance bond. If a letter credit is to be used instead of a performance bond, there shall be attached to the bid a letter signed by an authorized representative of the bank, stating that the bank will issue the necessary letter of credit if the bid is awarded to that bidder. The premium for the bonds or charges for the letter of credit shall be paid by the Contractor. A certificate from the Surety showing that the bond premium has been paid in full shall accompany the performance bond when it is issued. The Surety will be responsible for any default by the Contractor.

CONDITIONS

Each Bidder shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the Contract. It is also expected that the Bidder will obtain information concerning the conditions that may affect its work.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with the existing conditions, shall in no way relieve them of any obligations with respect to this Proposal or the Contract.

Except with respect to events or conditions which are not reasonably discoverable, the Bidder shall make his own determination and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create without extra cost to the County.

The Bidder’s attention is directed to the fact that all applicable State laws, County ordinances and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in the Contract.



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JEFFERSON COUNTY COMMISSION GENERAL TERMS AND CONDITIONS



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JEFFERSON COUNTY GENERAL TERMS AND CONDITIONS

ACT 2016-312 PROHIBITION AGAINST BOYCOTTING

Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

BID ACCEPTANCE/REJECTION

Jefferson County expressly reserves the right to reject any or all bids, or parts of bids, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of the County appears.

CANCELLATION/BREACH AND DEFAULT

In the event the Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the county or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the County shall give notice to the Contractor, by certified mail, at its local office and/or corporate headquarters, whichever is preferred by the Contractor, and the failure of the contractor to remedy or correct such unsatisfactory condition within five(5) business days upon receipt of mailing of such notice shall constitute a default herein. In the event of the termination of this contract or in the event the County is required to initiate litigation to enforce any of its rights under and by virtue of this contract, the Contractor hereby agrees that if the County prevails it will reimburse the County for all costs, fees and expenses including reasonable attorney's fees incurred by the County in any such undertaking. The termination of this contract shall not relieve the Contractor of the responsibility from any damages that the County may incur by reason of such default. In the event that the performance by the Contractor of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the common enemy of the result of war, riot, civil commotion, strike or labor unrest, or sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.

CONFLICT OF INTEREST

The Individual/Firm declares that, as of the date of any ensuing contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Individual/Firm for which compensation will be sought during the period of time this contract is being performed, and, furthermore, the Individual/Firm pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes directly or indirectly interested in the contract or any contract the Individual/Firm for which compensation will be sought during the aforesaid period. In addition, the Individual/Firm declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Bidder nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with the Bidder for which compensation will be claimed during the period of time this contract is being performed.

CORRECTIONS/AUTHORIZED SIGNATURE

Bids having any erasures or corrections must be initialed in ink. Bid must be signed in ink by an official authorized representative.



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GENERAL

The Jefferson County Commission expressly reserves the right to reject any and all bids, or parts of bids, and to make the award or awards as the best interest of the county appears.

GOVERNING LAW/DISPUTE RESOLUTION

Any contract agreement that is issued based on this ITB, the parties must agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement must be the Circuit Court of Jefferson County Alabama, Birmingham Division.

HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Jefferson County, Alabama and collectively, its agents, elected officials, boards, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is:

- a) Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use, and
- b) Is caused in whole or in part by negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part, or is alleged but not legally established to have been caused in part, by a party indemnified under this contract.

This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or person injured thereon, that arise out of, relate to, or result from performance of the work. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

LANGUAGE, WORDS USED INTERCHANGEABLY

The word COUNTY refers to the JEFFERSON COUNTY COMMISSION and/or JEFFERSON COUNTY, ALABAMA throughout this document. Similarly, RESPONDENT, VENDOR, and BIDDER refer to the person or company submitting an offer to sell its goods or services to the COUNTY. The words PROPOSAL, QUOTATION, and BID are all offers from the BIDDER. The County has established for the purposes of this ITB that the words MUST, MUST or WILL are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which must not be waived by the County. A deviation is material if, at the sole discretion of the County, the deficient response is not in substantial accord with this ITB's mandatory condition requirements. The words SHOULD and MAY are equivalent in the ITB's and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the County.

LAWS AND REGULATIONS

All applicable State of Alabama and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction must apply to the award throughout as the case may be and are incorporated here by reference. The Jefferson County Commission currently does not have a business license. Vendors must register with the Jefferson County Commission Department of Revenue. Any contract executed based on award of this ITB must stipulate that governing law will be the State of Alabama.



Jefferson County Commission Purchasing Division



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DOROTHEA ROBINSON, PRINCIPAL BUYER
JOY MCDOWELL, BUYER

Date: 9/2/2020
ITB No: 72-20

LEGAL CONDITIONS

By tender of a bid, the Bidder is assumed to have made themselves aware of all federal and state laws, and with all local ordinances and regulations which may affect the work, or those engaged or employed on the work and no arguments or misunderstanding or misinformation regarding same will be heard by the County.

All bidders shall comply with all applicable laws, rules, regulations, and ordinances as they now exist or as they may hereafter be amended or enacted, including without limitation, all solid waste legislation of the State of Alabama ("State"), the rules and regulations of the Jefferson County Health Department having jurisdiction over the particular activity and/or the geographical area, all applicable state and federal environmental laws, all rules, regulations, and ordinances of Jefferson County, the Federal Motor Carrier Safety Regulations issued by United States Department of Transportation, Federal Highway Administration, and any other rule, regulation, statute, or law now in existence or that may be hereafter amended or enacted regarding the subject of and during the term of this contract or any renewal thereof.

BID BOND

A Bid Bond or certified check in the amount of not less than five percent of the total bid, with a maximum of ten thousand dollars (\$10,000.00) must accompany the bid proposal. The payee of such bond shall be the Jefferson County Commission, Jefferson County, Alabama. The Bid Bond shall bear the same date as that set for receipt of bids. The Bid Bond shall be signed by an agent authorized to do business in the State of Alabama.

The contract shall be deemed as having been awarded upon the vote of resolution of the Jefferson County Commission, and formal notice of such award shall be made by the County to the successful bidder.

The Bidder to whom the contract shall be awarded will be required to execute five (5) copies of the contract on the form attached hereto or such form as may be mutually agreed upon by the County Commission. The selected bidder's refusal or failure to enter into a contract within thirty (30) days of receipt of formal notice of award may be considered abandonment of all rights and interest in the award and the Bid Bond may be declared forfeited to the County as liquidated damages. The award may then be made to the next best qualified Bidder or the work re-advertised for proposals, as the County may elect.

DEFAULT

In the event the Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the county or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the County shall give notice to the Contractor, by certified mail, at its local office and/or corporate headquarters, whichever is preferred by the Contractor, and the failure of the contractor to remedy or correct such unsatisfactory condition within five(5) business days upon receipt of mailing of such notice shall constitute a default herein.

In the event of the termination of this contract or in the event the County is required to initiate litigation to enforce any of its rights under and by virtue of this contract, the Contractor hereby agrees that if the County prevails it will reimburse the County for all costs, fees and expenses including reasonable attorney's fees incurred by the County in any such undertaking. The termination of this contract shall not relieve the Contractor of the responsibility from any damages that the County may incur by reason of such default. In the event that the performance by the Contractor of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the common enemy of the result of war, riot, civil commotion, strike or labor unrest, or sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.



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INSURANCE

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **must include Jefferson County, Alabama as Added Additional Insured by Endorsement including a thirty (30) day(s) written cancellation notice.** Evidence of insurance will be furnished to the Purchasing Agent not later than fifteen (15) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party must file the following insurance coverage and limits of liability with the County's Human Resource Department Office and Purchasing Department before beginning work with the County.

General Liability:

- \$1,500,000 - Bodily injury and property damage combined occurrence
- \$1,500,000 - Bodily injury and property damage combined aggregate
- \$1,500,000 - Personal injury aggregate
- Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

- \$5,000,000 - Bodily injury and property damage combined coverage
- Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

Statutory

Umbrella Coverage:

- \$10,000,000 - Each occurrence
- \$10,000,000 - Aggregate

Added Additional Insured by Endorsement:

Jefferson County, Alabama
30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.



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NON- DISCRIMINATION POLICY

The Jefferson County Commission is strongly committed to equal opportunity in solicitation of ITB's and RFP's. The County encourages bidders and proposers to share this commitment. Each bidder/contractor submitting a proposal will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Bidder/Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action must include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

PRICES

Prices must include transportation (including fuel surcharge, if applicable) labor, equipment, material and must remain firm for the term of the contract. If price adjustments are requested pursuant to the terms of this contract, the Contractor must notify the County ninety (90) days prior to the current terms expiration date.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal must become public information upon the effective date of any resulting contract. A Bidder's disclosure or distribution of the bid, other than to the County, will be grounds for disqualification at the County's option. All electronic files; audio and/or video recordings; and all papers pertaining to any activity performed by the Successful bidder for or on behalf of the County must be the property of the County and must be turned over to the County upon request. Bids submitted are not publicly available until after awarded contract is signed by the Jefferson County Commission. Jefferson County reserves the right to retain all Bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. The bid will be opened, but will not be read publicly. We will proceed with negotiations for a lower price with the rejected bidder and other bidders by means of sealed quotes. The rejected bidder's initial offer will not be disclosed to other bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the County are met.

SOLE CONTRACTOR/IMPLEMENTER

The Jefferson County Commission intends to award the contract to a sole contractor. The successful Bidder must assume total responsibility for all Deliverables whether a sub-contractor or third-party produces them in whole or in part. Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The successful Bidder will be fully responsible for any default by a sub-contractor, just as if the successful Bidder itself had defaulted. No sub-contractor will be paid directly by Jefferson County. The successful Bidder will be solely responsible for the success of the entire Project. Different but similar language in contract



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STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision must be deemed in breach of the agreement and must be responsible for all damages resulting therefrom.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

TERMINATION OF CONTRACT

This contract may be terminated by the county with a one hundred and eighty (180) day written notice to the other party regardless of reason. Any violation of this agreement must constitute a breach and default of this agreement. Upon such breach, the County must have the right to immediately terminate the contract and withhold further payments. Such termination must not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

Termination of Contract for Breach: The County shall, after written notice to the Contractor, have the right to terminate this agreement for cause. Such cause shall include but not be limited to violation or failure to fulfill any provision of this agreement. Before issuing such notice of termination to the Contractor, the County shall notify the Collector by registered mail or personal service to the office of the Contractor, of the specific deficiencies amounting to such cause and of the County’s intention to terminate this agreement. The Contractor shall have fifteen (15) days from delivery of said notice to respond to the specific deficiencies stated in the letter of notice. Fifteen (15) days after notice is given, if no effective effort has been made by the Contractor to correct the conditions for which complaint is made, the County may declare the Contract terminated and will notify the Contractor accordingly. Provided however, the County shall have the right to terminate this agreement without any prior notice upon cessation of performance or apparent cessation of performance of this agreement by the Contractor, or upon direction by the County health officer. Upon termination for cause the County shall have the right to invoke the remedies of the Contractor’s performance bond or other approved surety agreement. Upon such termination by the County the Contractor shall immediately provide the County with a certified list of all current customers and a statement identifying those customers who have prepaid garbage pick-up fees. Failure to refund all of the prepaid fees within ten (10) days of termination of this agreement by the County shall constitute a ground of default of the Contractor’s performance bond, payment bond or other approved surety agreement and the County shall have the right to invoke the remedies thereof.

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JEFFERSON COUNTY COMMISSION REQUIRED FORMS



Jefferson County Commission Purchasing Division



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BID FORM

(Bidder must use this form. Fill in all spaces.)

RFP No. 72-20 to RESIDENTIAL GARBAGE, TRASH COLLECTION, AND DISPOSAL SERVICES, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- A. Notice of Invitation For Bids
- B. Detailed Specifications or Scope of Work
- C. Instructions To Bidder
- D. Terms and Conditions
- E. Special Provisions for Services
- F. Special Provisions for Public Works May need to reorder/rename sections
- G. Additional Terms and Conditions
- H. Addenda
- I. Non-Collusion Affidavit
- J. Bid Security Bond
- K. Bidder's Guaranty
- L. Bidder's Statement Regarding Insurance Coverage
- M. Worker's Compensation Insurance Certificate
- N. Bidder's Nondiscriminatory Employment Certificate
- O. Proposed Equipment and Material Manufacturers
- P. Experience Statement



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BID FORM - *Continued*

Bidder acknowledges receipt of Addenda Number(s) __, __, __, and __.

A BID BOND OR CASHIER'S CHECK IN THE AMOUNT OF IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE ESTIMATED COST BUT NOT TO EXCEED \$10,000. **RESPONSES SUBMITTED WITHOUT BID BOND OR CASHIER'S CHECK WILL NOT BE ACCEPTED.** ANY CASHIER'S CHECK MUST BE DRAWN ON AN ALABAMA BANK.

All services for Jefferson County Unincorporated Residential Garbage, Trash Collection and Disposal Services are priced per month unless stated otherwise. Estimated number of Residences as of July 2020, was 24,944, quantities are estimates.

LINE NO.	CATEGORY OF SERVICES	COLLECTION FREQUENCY	PRICE PER UNIT MONTHLY
1	Single Family Residential Garbage and Trash Services (Curbside)	1 time per week	\$
2	Garden Rubbish (Curbside)	1 time per week	\$
3	Rear of Residence Service (non-disabled customer)	1 time per week	\$
4	Rear of Residence Service (disable customer)	1 time per week	\$
5	Garbage Cart 95-gallon (additional)	EA	\$

Total Base Bid (Written in Figures)\$ _____

(Total Base Bid Written in Words) _____

Award of bid will be made to the lowest responsible and responsive bidder who best meets the terms and conditions of this bid. Multiple awards may be issued as a result, ensuing the bid agreement fulfill current and future requirements of the diverse and large number of participating public agencies.

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words.** Where there is a discrepancy between words and figures, WORDS WILL GOVERN. Where there is a discrepancy between item unit price and extended total, UNIT PRICE WILL GOVERN. Please check your calculations before submitting your bid; the County will not be responsible for Bidder miscalculations.



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BID FORM - *Continued*

Maximum Completion or Delivery Time: _____ Days from receipt of order or notice to proceed.

Subcontractor Information.

Yes _____ No _____ Initials _____

Company Name of Bidder

Mailing Address (PO Box or street)

(Agency), State, and Zip Code

Name of Authorized Representative

Signature Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Number



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EXPERIENCE STATEMENT To Be Submitted With Bid

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Description	Yr.	Amt.	Customer	& Telephone
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____



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NOTIFICATION OF INTENT TO RESPOND

Reference RFP 72-20
“RESIDENTIAL GARBAGE, TRASH COLLECTION AND DISPOSAL SERVICES”
(Return signed statement no later than September 29, 2020 by 5:00 p.m. CST/DST)

- () On behalf of myself/my firm/institution, I hereby certify that I/we intend to submit a response.
- () On behalf of myself/my firm/institution, I hereby certify that I/we **do not** intend to submit a response.

Authorized Signature

Individual/Institution/Firm

Title

Date

NOTE

You may email the form back to me at robinsond@jccal.org.



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AFFIDAVIT OF CONTRACTOR Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and
3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes the County to terminate this contract for a first violation of §9(a) of said Act, and requires the County to terminate this contract for a second violation of §9(a) of said Act.

Printed Name of Contract (or Authorized Representative)

Title

Signature of Contract (or Authorized Representative)

Date Signed

Name of Business Entity

Phone Number

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____



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JEFFERSON COUNTY, ALABAMA EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM

Contractor/Vendor Name: _____
Address: _____

The Contractor acknowledges receipt of Jefferson County’s Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance in accordance with Jefferson County Administrative Order 08-4 as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action must include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor’s non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.
4. The Contractor must certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor’s non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

Date

Signature

Title



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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) Have have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

Vendor Authorized Signature

Date

Typed or Printed Name

Solicitation Number



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SIGNATURE PAGE

The Jefferson County Commission, or its Agent, must have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low bid for purchases of personal property.

All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom.

Date: _____ Company Name: _____ Web Address: _____

Terms: _____ Address: _____ City: _____

County: _____ State: _____ Zip: _____ Phone: (____) _____

If Jefferson County Business License were issued to your company for the past twelve (12) months, please list numbers. _____

Vendor's Federal I.D. Number: _____

I certify that _____ has _____ has not _____ been in operation for one year at
(Company Name) (Check one)
location(s) zoned for the type of business conducted by my company at the address stated above.

DUNS #: _____

(Authorized Signature)

(Print Name)

(E-Mail Address)

Toll Free Phone: _____ Fax Number: _____

Return original bid in enclosed envelope. Authorized signature of bidder must be in ink.

Bids received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. BID AWARD NOTICE ADDRESS
2. PURCHASE ORDER ADDRESS
3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)

SERVICE CONTRACT

THIS AGREEMENT entered into between the Jefferson County Commission, hereafter called “**the County**”, and _____, located at _____, hereinafter called “**the Contractor**”. The effective date of this agreement shall be April 1, 2021.

WHEREAS, the County desires to contract for “**RESIDENTIAL GARBAGE TRASH AND DISPOSAL SERVICES**”, for **Unincorporated Jefferson County Residents** hereinafter called “**The County**”; and

WHEREAS, the Contractor desires to furnish said services to the County;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

SCOPE OF SERVICES: This Contract results from Jefferson County’s Invitation to **Bid No. 72-20**. The Contractor shall perform all necessary services provided under this Contract as required by Environmental Service Department. The Contractor shall do, perform and carry out in a satisfactory and proper professional manner the following: **Collection, hauling and disposal of non-hazardous and non-infectious solid waste for residents located within unincorporated Jefferson County.**

I. Garbage Collection and Disposal Services

- A. It shall be the duty of the Contractor to collect and deposit at a Solid Waste Disposal Facility (as defined above) all residential garbage as defined above generated within unincorporated Jefferson County. The Contractor shall pay all fees and charges established by the disposal site operator.
- B. The Contractor shall furnish to the County all routes and schedules and notify the County and Customer, 30 days in advance, of any changes in routing structure (including change in service day), equipment or other services performed or made.
- C. The Contractor shall use enclosed vehicles to pick up containerized or bagged residential Garbage located at either curbside or at the rear of the dwelling or residence and return containers to their previous location with lids in the closed position. **CARTS SHALL NOT BE LEFT IN SUCH LOCATION THAT CAUSES STREETS, DRIVEWAYS, AND/OR MAILBOXES TO BE BLOCKED.**
- D. The Contractor shall perform such garbage collection services as provided herein **at a frequency of One (1) time per week, Monday through Friday, fifty-two (52) weeks per year. Customers shall have a normally scheduled collection day and shall be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In which case service shall be scheduled for the following workday. Customers shall receive a minimum of 30 days’ notice, in writing, of a change in their normally scheduled collection day.**

- E. Garbage may be transferred from a resident's container into leak-proof containers used by the Contractor for the purpose of carrying garbage to collection trucks. Such transfers, however performed, shall be done in a sanitary manner and the Contractor shall pick up all material spilled in making such transfers. Collection of Garbage shall be made from the place where Garbage cans are located on the property.
- F. When applicable, Containers picked up at the rear of any dwelling or residence shall be returned to the rear with lid(s) closed and shall, under no circumstances, be left at the curb.
- G. Workers and the truck, to which they are assigned, shall be performing collection services on the same street at the same time – no stockpiling of garbage shall be permitted.
- H. All areas around garbage carts shall be left free from any refuse spilled during the collection. The Contractor shall not, however, be responsible for cleaning up unsanitary conditions around the refuse containers which were caused by the negligence or carelessness of the tenant or occupant.
- I. Care shall be taken by employees of the Contractor to prevent damage to containers by unnecessary rough treatment.
- J. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by dogs in order to accomplish the work provided for herein in any case where such animals are allowed to roam at large.
- K. The Contractor shall not be required to enter fenced areas or into basements for the purpose of performing the work provided herein.

II. Trash Collection and Disposal Services

- L. The Contractor shall collect all items of trash as defined above, which are located at the curbside of each Residence in unincorporated Jefferson County **at a frequency of One (1) time per week, Monday through Friday, fifty-two (52) weeks per year. Customers shall have a normally scheduled collection day and shall be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In which case service shall be scheduled for the following workday. Customers shall receive a minimum of 30 days' notice, in writing, of a change in their normally scheduled collection day.**
- M. Contractor will not be required to pick up trees, construction material, roofing material, plaster, concrete, concrete blocks, or other substances that may accumulate as a result of the clearing of lots or land, or of the repairs to the construction of buildings undertaken and performed by licensed contractors.
- N. The Contractor will not be responsible for quantities of trash for any one Residence in excess of two (2) cubic yards per pick up. Quantities in excess thereof will be collected on subsequent trips.
- O. Collection of trash shall be made from the place where trash is located on the property at curbside and no more than four (4) feet from the curb of the roadway or alley. **FURTHER, IF CONTAINERS OR BINS ARE USED, THEY SHALL BE REPLACED IN SUCH A MANNER AS NOT TO BLOCK DRIVEWAYS OR MAILBOXES.** Space about the containers or bins shall be left free from any trash spilled during the collection.
- P. Trash collection and related landfill charges are included in the unit garbage price and will not result in additional charges to the customer.

III. Garden Rubbish Collection and Disposal Services

- Q. The Contractor shall collect all items of Garden Rubbish as defined above, which are located at the curbside of each Residence in unincorporated Jefferson County **at a frequency of One (1) time per week, Monday through Friday, fifty-two (52) weeks per year. Customers shall have a normally scheduled collection day and shall be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In which case service shall be scheduled for the following workday. Customers shall receive a minimum of 30 days' notice, in writing, of a change, in their normally scheduled collection day**
- R. The Contractor may require that all grass clippings and leaves be bagged.
- S. Tree branches and trimmings shall not exceed six (6) inches in diameter and/or forty-eight (48) inches in length. The Contractor may not require that any material be bundled and tied.
- T. This waste shall be picked up with the residential garbage collection.

This service shall be at the Customer's option.

IV. Rear of Residence Service.

- U. For residents requiring rear of residence services due to a local covenant, ordinance, or Jefferson County resolution, the Contractor shall provide backdoor collection services.
- V. Contractor shall also provide rear of residence collection services to elderly, disable or others, who due to unordinary circumstances, might encounter an extreme hardship in getting refuse to the curbside. The Contractor may require proof of disability from a physician in the case of disability. In the event of a question or whether rear of residence service should be provided, the County Manager shall make any final decision.
- W. Residential garbage, and trash, shall be placed by the Customer at the backdoor readily accessible by the Contractor.
- X. **Service will be provided at a frequency of One (1) time per week, Monday through Friday, fifty-two (52) weeks per year. Customers shall have a normally scheduled collection day and shall be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In which case service shall be scheduled for the following workday. Customers shall receive a minimum of 30-day notice, in writing, of a change in their normally scheduled collection day.**

CHANGE IN PRICE:

1. **Annexation:** The parties hereto agree that any contiguous areas added to unincorporated portions of the County during the terms of this contract shall be included within the service area for Garbage, and Trash, by the Contractor at the same per unit charge as the Proposal.
2. **Consumer Price Index:**
 - a) It is understood that the prices proposed by the Bidder shall be the base prices to be paid for services beginning April 1, 2021.
 - b) It is further understood and agreed by and between the parties hereto that the unit prices may be adjusted at the beginning of each subsequent contract year of the Agreement and each year of any renewal term based upon any change in the cost of living determined as follows:

- As promptly as practicable after January 31, 2022, and each January 31st thereafter during the term hereof or of any renewal term, the County or Contractor may compute the change, if any, in the cost of living, using as the basis of such computation, the “Revised Consumers Price Index For All Urban Consumers – South Region” (hereinafter referred to as “Index”) published by the Bureau of Labor Statistics of the United States Department of Labor.
- In the event there is a change in the cost of living, the parties shall negotiate and may, upon mutual agreement, change the unit prices not more than such percentage change in the Consumer Price Index as computed above. Increase shall be subject to a three percent (3%) cap annually.
- The Jefferson County Manager shall have the authority to approve or reject any proposed change to the unit prices.
- In case the Contractor makes a request for an increase in rates and County determines that an audit of the Contractor’s books should be made, the Contractor shall pay the cost of such audit.
- If mutually agreed to, this same procedure may be followed in each subsequent year of this Agreement or any renewal term, thereof.

3. **Price Adjustment after Three (3) Years:**

- a) In the event this contract is renewed, the Contractor may be allowed an adjustment in contract prices during such renewal periods either as stated above in the Consumer Price Index section, above, or under the conditions described below.
- b) For a change in the contract price to be approved, the Contractor must submit clear documentation to the County detailing the change in such cost. If the change in cost is clearly established, the County may adjust the contract price accordingly. A change will be allowed only if one of the following conditions exists:
 - The Contractor specifications are modified.
 - A state or federal law or ruling modifies the existing regulations affecting the Contractor’s operations.

TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render “**Residential Garbage Trash and Disposal Services**” to the Jefferson County unincorporated residents as authorized by the **Environmental Service Department** at any time after the effective date of contract April 1, 2021.

COMPENSATION: The Contractor shall be compensated for services rendered up to the maximum charges as specified in Exhibit “A” entitled “Pricing Sheet”.

AWARD OF CONTRACT: The Contract, if awarded, will be awarded to the lowest responsive, responsible and acceptable bidder, provided a satisfactory bid has been received. The County reserves the right not to accept any Proposals or to reject any or all Proposals or waive any formality in any bid. In particular, any alternation, erasure or interlineations of the Contract Documents of the Proposal may subject the Proposal to rejection by the County. The Jefferson County Commission intends that the Contract shall be awarded within one hundred twenty (120) days following the date that Proposals are publicly opened and read. The contract shall be deemed as having been awarded upon the vote of resolution of the Jefferson County Commission, and formal notice of such award shall be made by the County to the successful bidder. It is understood that the prices proposed by the Bidder shall be the base prices to be paid for services beginning April 1, 2021. In the event the award for the contract is delayed, the Contractor may be asked to hold the proposed prices for an additional amount of time. The additional amount of time shall be agreed upon by both parties.

ACCOUNT BILLING, DELINQUENT PAYMENTS AND STATEMENT OF ACCOUNTS:

- a) Billing shall be the responsibility of the Contractor. All residents' rates shall be payable quarterly in advance.
- b) In the event payment is not made by the subscriber to the Contractor by the tenth (10th) day following the date of which payment is due, the owner shall be deemed delinquent. The Contractor shall issue a five (5) day notice after the said tenth (10th) day of such impending delinquency with a copy to Jefferson County. Thereafter the Contractor shall not be required to pick up the delinquent owner's garbage and domestic rubbish until all fees and charges due to the Contractor are paid including a \$2.00 delinquent penalty charge per month. The Contractor shall pick up the garbage and domestic rubbish of any subscriber within the Contractor's service area if the subscriber pays the charges within the time limit set out above.
- c) In the event that a resident of a particular address changes, with the prior resident leaving an unpaid account balance, the Contractor may NOT hold the new resident responsible for payment of the unpaid balance if the new resident can provide reasonable proof that they are not the responsible party. If there is any dispute of reasonable proof, an appeal can be made to the County Manager for review of the evidence. The decision of the County Manager will be binding.

Statements to be sent to the subscriber by the Contractor must show itemized charges including, but not limited to the fee per month for the services provided, the month(s) for which service is being paid, the scheduled day for pickup of various items and the address, email address and telephone number of the Contractor. Within ten (10) days of execution of this agreement, a copy of the Contractor's proposed Statement to be used under this agreement shall be presented for approval by the County. Once approved, no changes shall be made to the statement until and unless such proposed changes are presented to and approved by the County.

COMMERCIAL SOLID WASTE COLLECTION SERVICES: The collection, transportation and disposal of garbage, domestic rubbish, green rubbish, or other solid waste emanating from or generated by any business, industry or commercial establishment shall be a contractual matter negotiated between said business, industry or commercial establishment and any collector approved by the Health Department and licensed to conduct business in Jefferson County, Alabama. There shall be no defined area in the unincorporated portion of Jefferson County, Alabama for the collection, transportation or disposal of solid waste from any business, industry or commercial establishment. For the purpose of this agreement, a multi-family residential complex, including but not limited to apartments, condominiums, townhomes, garden homes, mobile home subdivisions and mobile home parks may be considered commercial establishments if the contract for commercial waste removal service is coordinated through a property management company or a resident's association, and payment for such service is made to the collector by said management company or association and not by individual residents.

WASTE DISPOSAL AND FEE: The Contractor shall dispose of all garbage, domestic rubbish and garden rubbish at a Solid Waste Disposal Facility selected by the Contractor, approved by Jefferson County and operated, sanctioned and licensed under the laws of the State of Alabama. The Contractor shall pay fees and charges establish by the disposal site operator but shall not exceed standard published rates.

The Residential Unit fee shall be adjusted in the event the Gate Fees at the approved Solid Waste Disposal Facility is adjusted. This adjustment shall be equal to ten cents (\$0.10) per Residential Unit per month for each one dollar (\$1.00) per ton that the Gate Fee at the disposal facilities increases. This adjustment is limited to one (1) time per year. The County shall be notified 30 days prior to the implementation of the adjustment.

EXTRA SERVICE: Requests for pickups of large items such as appliances, furniture, tree sections, sod, lumber or other items not defined in this agreement as “garbage”, “trash”, or “garden rubbish” shall be considered as requests for special pickup services and the charges for such special services are not included in the fees set out in this agreement, but shall be agreed upon by the person requesting such service and the COLLECTOR prior to the service being provided.

RECORDS: The Contractor agrees to maintain accurate records of business in the manner and form established and/or approved by the Jefferson County Manager. Such records shall include any specific records required by the County relating to customers, collections, receipts, debts, equipment, ownership interests and complaints. The Contractor shall make available to the County for inspection all such books, records, and receipts during normal business hours. On a quarterly basis, the contractor shall provide the County Manager’s office with a total amount of trash/garbage recovered from curbside pickup accounts. The report will be due to the County by the 15th day of the following month in a mutually agreeable form. On a quarterly basis, the contractor shall provide the County Manager’s office a complete, residential customer list, showing the account name, service address, scheduled collection day(s) and the type of services provided. The report will be due to the County by the 15th day of the following month in a mutually agreeable form.

WASTE DISPOSAL AND FEE: The Contractor shall dispose of all garbage, domestic rubbish and garden rubbish at a Solid Waste Disposal Facility selected by the Contractor, approved by Jefferson County and operated, sanctioned and licensed under the laws of the State of Alabama. The Contractor shall pay fees and charges establish by the disposal site operator but shall not exceed standard published rates.

HOST FEE:

1. The Contractor shall pay to the County, per quarter, a Host Fee of \$25,000.00 for a total Annual Host Fee of \$100,000.00.
2. The first \$25,000.00 quarterly host fee payment shall be due 60 days from the first billing under the contract. All other \$25,000.00 quarterly Host Fee payments shall be due sixty (60) days after the service period begins.
3. The Host Fee shall not be itemized on the Customer’s Statement.

ASSIGNMENT OR TRANSFERS:

1. No portion of this contract, or compensation due, may be sold, assigned, or transferred to a third party without the express written consent of the County, its successors or assigns.
2. The Contractor shall maintain a toll-free telephone number to be operated in person, Monday through Friday 8:00 A.M. to 5:00 P.M., except for the following holidays: New Year’s Day, Martin Luther King, Jr’s Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
 - a) The Contractor shall maintain, at its costs, a telephone line listed in the name in which it does business as the Contractor. Calls must be answered, and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded), customer service agent employed by the Contractor and working within the Contractor’s local office.
 - b) The Contractor shall provide an adequate number of telephone lines so that under normal circumstances, there will be no unreasonable delays to residents trying to contact the Contractor. Messages left with customer service shall be responded to within the same business day unless the call is received after 4:00 PM in which case the call shall be responded to the next business day by 12:00 PM. Messages received on weekends and/ or holidays shall be any attempt to assign this contract without the written consent of the County is null and void.

3. Should the Contractor assign any part of any compensation due or to become due under this Contract, the form of assignment shall contain a clause of such wording that the Contractor agrees that the right of the assignee to any monies due or to become due to the Contractor shall be subject to prior valid claims of all persons, firms, and corporations for service rendered or materials supplied for the performance of work under this Contract.

SUBCONTRACTS: No part of the Contract shall be sublet without the prior written approval of the County.

CONTRACTOR'S PERSONNEL:

- a) The Contractor shall use only personnel who are qualified to perform the work required herein and shall require its employees to serve the public in a courteous, helpful, and impartial manner. All work under this contract shall be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the County.
- b) The Contractor agrees that unless promoted, transferred to another operating location not serving Jefferson County, terminated, disciplined or requested to be removed by the County, that the Contractor will permanently assign a driver to each route within the County and leave said driver on that route

HOURS OF OPERATION: The collection described herein must be between the hours of 6:00 A.M. and sunset, not to exceed 7:00 P.M., Monday through Friday, as established by the National Weather Service. If the collection is not completed by sunset, collection will be completed the following day.

HOLIDAYS: Contractor must not be required to collect garbage, trash, or recyclable materials on the eight (8) following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, provided the number of scheduled pickups must be maintained in each respective week. If a normally scheduled pick-up falls on one of the above holidays, collections must be on the following workday. Saturday pick-up will be allowed.

OFFICE AND TELEPHONES: The Contractor must maintain, at its costs, a telephone line listed in the name in which it does business as the contractor. Calls must be answered, and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded), customer service agent employed by the Bidder and working within the Contractor local office. The Contractor must provide an adequate number of telephone lines so that under normal circumstances, there will be no unreasonable delays to residents trying to contact the Contractor. Messages left with customer service must be responded to within the same business day unless the call is received after 4:00 PM in which case the call must be responded to the next business day by 12:00 PM. Messages received on weekends and/or holidays must be responded to the next business day.

FIELD MANGER: The Contractor must use only personnel who are qualified to perform the work required herein and must require its employees to serve the public in a courteous, helpful and impartial manner. All work under this bid must be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and all services performed must be subject to inspection and approval by the County. The Contractor agrees that unless promoted, transferred to another operating location not serving Jefferson County, terminated, disciplined or requested to be removed by the County, that the Contractor will permanently assign a driver to each route with the County and leave said drive on that route.

STIPULATED PENALTIES: The Contractor must make every reasonable effort to provide high quality service and have no unresolved complaints or request. Upon determination by Jefferson County that an unresolved complaint and/or an unfulfilled request warrants the imposition of stipulated penalties, the Contractor must pay the County the sum of One Hundred Dollars (\$100.00) for each complaint or request not satisfied by the Contractor within twenty-four (24) hours

after receipt of email notification thereof by the County. If there are more than two (2) complaints at the same residence within the same month, the County may double the penalty to Two Hundred Dollars (\$200.00), notwithstanding the 24-hour time period. When applicable, the Contractor will be notified of the imposition of such penalties by the County. Penalties must apply to garbage, trash, garden rubbish, and cart delivery. Penalties must be due upon demand by the County.

NOTIFICATION OF CHANGE IN SERVICE: Should the Contractor change the schedule of any collection days for garbage, trash, and/or garden rubbish, the Bidder must inform the customers, in writing, a minimum of (30) days in advance of the proposed change. Other means of notification may be approved by the County prior to use.

EQUIPMENT REQUIREMENTS: The Contractor will provide sufficient mechanical equipment to maintain regular schedules of collections and to full perform all services in accordance with this bid. All equipment must be three years old or newer from the award date and must be six years old or newer for the three years of the award. Failure to furnish uninterrupted service as scheduled may subject the Contractor to cancellation of award by the County and forfeiture of the performance bond. Trucks or other vehicles engaged in the business or hauling garbage, domestic rubbish, or garden rubbish must be so covered, secured or sealed that there will be no loss of contents during haulage to cause littering of streets and highways or cause a nuisance or hazard to the public health. Said trucks or vehicles must be approved by the Health Department and must be properly marked with identification as set out in Health Department. All trucks must be equipped with appropriate telecommunication equipment as necessary to provide for direct communication between the Contractor Field Manger and the Contractor's personnel on each and every truck operating with unincorporated Jefferson County. All equipment used in unincorporated Jefferson County must be dedicated to Jefferson County and must not be scheduled for regular service to any other customer. Contractor must keep and retain sufficient back-up equipment available to replace equipment that requires maintenance or service. County staff may evaluate equipment used by the Contractor and must resolve any questions regarding proper equipment through the local Health Department. Failure to provide adequate equipment, or improper use of said equipment, may subject the Bidder to cancellation of any award by the County and forfeiture of the performance bond.

CART SPECIFICATIONS FOR GARBAGE: The Contractor will provide one (1) Garbage Cart per dwelling at no cost to the Customer. Garbage Cart must be an MSD 95-gallon plastic molded refuse cart as specified. Carts must be new and matching. The Contractor will provide additional MSD 95-gallon plastic molded refuse carts, as requested, at the cost indicated on the Proposal Form. These carts are carts that are provided to residents over and above the carts provided at no cost to the customer. Carts that are damaged, lost or stolen must be replaced promptly, upon request at no additional cost to the customer. Replacement of lost or stolen carts at no cost must be limited to two carts per account after which the Contractor may charge the customer the cost indicated on the Proposal Form for 95-gallon Garbage Carts. When replacement or additional carts are requested, the Contractor will assemble and deliver such fully assembled cart to the resident within three business days. Failure to deliver carts by the appropriate deadline may, at the County's sole discretion, result in the imposition of stipulated penalties as specified in the bid. The carts proposed for use by the Contractor under this bid must meet the specifications as described herein and/or by approved by the County.

Garbage Cart Specifications (95-gallon). Cart must meet minimum qualities and characteristic of MSD 95-gallon cart manufactured by Otto Industries, Incorporated, or equal. Cart body must be highly-density polyethylene plastic body. Container body must be completely sealed without any open areas and have two rubber wheel assemblies. Cart must be designed for manual or semi-automated bar lifter systems. Cart lid must be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off. Cart body must be sequentially numbered with permanent hot-stamped 1 ½" high white numbers on front of cart body. Carts must be non-facing, ultraviolet stabilized GREEN, GRAY, OR BLACK for Garbage. All carts must be new and matching and must be approved by the County prior to distribution to the Customer. Dimensions should be approximately 26" wide, 33" deep and 46" tall. Load rating should be approximately 200 pounds.

DEFAULT: In the event the Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the county or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the County shall give notice to the Contractor, by certified mail, at its local office and/or corporate headquarters, whichever is preferred by the Contractor, and the failure of the contractor to remedy or correct such unsatisfactory condition within five(5) business days upon receipt of mailing of such notice shall constitute a default herein.

In the event of the termination of this contract or in the event the County is required to initiate litigation to enforce any of its rights under and by virtue of this contract, the Contractor hereby agrees that if the County prevails it will reimburse the County for all costs, fees and expenses including reasonable attorney's fees incurred by the County in any such undertaking. The termination of this contract shall not relieve the Contractor of the responsibility from any damages that the County may incur by reason of such default. In the event that the performance by the Contractor of any of its obligations or undertakings hereunder shall be interrupted or delayed by an act of God or the common enemy of the result of war, riot, civil commotion, strike or labor unrest, or sovereign conduct or any other event beyond its reasonable control, then it shall be excused from such performance for the duration of such disturbance.

GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

INDEPENDENT CONTRACTOR: It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the County. This contract shall not be sublet or assigned except with the written consent of the County. No such consent shall be construed as making the County a party of such assigned contractor approved, or subject said County to liability of any kind to any subcontractor. Further, the County reserves the right to terminate this contract upon thirty (30) day notice in the event the Contractor makes a substantial change in its corporation structure or its ownership without the written approval of the County. The County shall not unreasonable withhold any consent requested hereunder.

NON-DISCRIMINATION POLICY: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

LIABILITY: The Contractor shall not, without prior written permission of the **COUNTY** specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the **COUNTY**. The Contractor will indemnify and hold harmless the **COUNTY**, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

NOTICES: Unless otherwise provided herein, all notices or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

CLIENT: Jefferson County Commission
ENVIRONMENTAL SERVICES DEPARTMENT
Attention: Tonya Kelley
Room A-300
716 Richard Arrington Jr. Blvd. N
Birmingham, AL 35203

COPY TO: Jefferson County Commission
COUNTY ATTORNEY
Room 280
716 Richard Arrington Jr. Blvd. N.
Birmingham, AL 35203

INDEMNIFICATION:

1. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Jefferson County, Alabama and collectively, its agents, elected officials, boards, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is:
 - a) Attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use, and
 - b) Is caused in whole or in part by negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part or is alleged but not legally established to have been caused in part, by a party indemnified under this contract.
2. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or person injured thereon, that arise out of, relate to, or result from performance of the Work.
3. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.

INSURANCE: Contracting Party will maintain such insurance as will protect him/her and the County from claims under Workmen's Compensation Acts (including an Alternate Employer endorsement), and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice.** Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) day(s) after Purchase Order/contract date. Contracting Party is also required to include the ITB number on the evidence of insurance. Contracting party shall file the following insurance coverage and limits of liability with the County's Risk Management Office and Purchasing Department before beginning work with the County.

General Liability:
\$1,500,000 - Bodily injury and property damage combined occurrence

\$1,500,000 - Bodily injury and property damage combined aggregate
\$1,500,000 - Personal injury aggregate
Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual,
Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$5,000,000 - Bodily injury and property damage combined coverage
Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

Statutory

Umbrella Coverage:

\$10,000,000 - Each occurrence
\$10,000,000 - Aggregate

Added Additional Insured By Endorsement:

Jefferson County, Alabama
30 day(s) written cancellation notice
Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special
Provisions enter the ITB Number, Project Number or Purchase Order Number Covered by The Certificate of
Insurance.

ACT 2016-312 PROHIBITION AGAINST BOYCOTTING: Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

TERMINATION OF CONTRACT: This contract may be terminated by the County with a one hundred eighty (180) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this Agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor. The Contractor is hereby granted the right to provide Residential Garbage, Trash, and Garden Rubbish Collection and Disposal Services within unincorporated Jefferson County, and shall perform such work, as specified in the Bid and Contract Documents. The Contractor and the County further agree that, upon the County's request, selected optional items and services specified within the Bid and Contract Documents, such as extra carts, rear of residence service, and, shall be provided by the Contractor under the terms and conditions stated within the Bid and Contract Documents. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonable withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendments.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The Contractor, by executing this contract, acknowledges full understanding of the extent and character of the Work/Services required and the conditions surrounding the performance thereof. The County will not be responsible for any alleged misunderstanding of the Work/Services to be furnished or completed or any misunderstanding of conditions surrounding the performance thereof by Contractor. It is understood that execution of the Contract by the Contractor serves as its stated commitment to fulfill all requirements and conditions referred to in this Contract and in the Contract Documents.

This Contract is entered into subject to the following conditions:

- a) The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in and required by the Contract Documents.
- b) Neither the Contractor nor the County shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or the County.
- c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

CONFIDENTIAL OR PROPRIETARY INFORMATION: If Contracting Party's response contains material noted or marked as confidential and/or proprietary that, in the County's sole opinion, meets the disclosure exemption requirements of the Alabama Public Records Law, then that information will not be disclosed pursuant to a request for public documents. If the County does not consider such material to be exempt from disclosure under the Alabama Public Records Law, the material will be made available to the public, regardless of the notations or markings. If Contracting Party is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Alabama Public Records Law, then it should not include such information in the proposal.

CONFLICT OF INTEREST: Contracting Party declares that, as of the date of any ensuing contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Provider for which compensation will be sought during the period of time this contract is being performed, and, furthermore, Contracting Party pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes directly or indirectly interested in the contract or any contract Contracting Party for which compensation will be sought during the aforesaid period. In addition, Contracting Party declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither Contracting Party nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with Contracting Party for which compensation will be claimed during the period of time this contract is being performed.

TAX: Jefferson County is exempt from all tax. Provided however, Contracting Party shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

ENTIRE CONTRACT: This Contract sets forth the entire agreement between the Parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the Parties.

LIMITATION OF LIABILITY. The total liability of Contracting Party for all claims of any kind, whether based on contract, warranty, tort (including negligence), indemnity, strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement or Services shall in no case exceed insurance policy proceeds recovered under the coverages provided by Contracting Party under this Agreement plus the total of Contracting Party's actual billings to the County for the Services giving rise to such claim. Contracting Party shall in no event be liable for exemplary, special, incidental, indirect or consequential damages of any kind including, but not limited to, loss of use, profits or revenue, or cost of substitutes or re-performance of the Services.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

By: _____ Date: _____
Authorized Representative for Contractor

JEFFERSON COUNTY, ALABAMA:

By: _____ Date: _____
**James A. "Jimmie" Stephens, President
Jefferson County Commission**

EXHIBIT "A"
RESIDENTIAL GARBAGE, TRASH COLLECTION, AND DISPOSAL SERVICES
"PRICE LIST"

LINE NO.	CATEGORY OF SERVICES	COLLECTION FREQUENCY	PRICE PER UNIT MONTHLY
1	Single Family Residential Garbage and Trash Services (Curbside)	1 time per week	\$
2	Garden Rubbish (Curbside)	1 time per week	\$
3	Rear of Residence Service (non-disabled customer)	1 time per week	\$
4	Rear of Residence Service (disable customer)	1 time per week	\$
5	Garbage Cart 95-gallon (additional)	EA	\$