

**INVITATION TO BID (ITB)**  
**(Contract Documents and Specifications)**



**Residential Solid Waste Pickup Services**  
**Project No. 37-24-002**

**Jefferson County Department of Roads and Transportation**  
**Director/County Engineer**

Chris Nicholson, P.E.

**Chief Executive Officer**

Cal Markert, P.E.

**Jefferson County Commission**

James A. (Jimmie) Stephens – President

Joe Knight – President Pro Tempore

Lashunda Scales

Sheila Tyson

Michael F. Bolin

## Residential Solid Waste Pickup Services

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# **“RESIDENTIAL SOLID WASTE PICKUP SERVICES”**

NAME OF BIDDER: \_\_\_\_\_

GENERAL CONTRACTOR’S LICENSE NUMBER: \_\_\_\_\_

BONDING COMPANY: \_\_\_\_\_

JEFFERSON COUNTY DEPARTMENT OF ROADS AND TRANSPORTATION

## **DEFINITIONS**

### **BULK ITEMS**

Large appliances, furniture, and materials that will not fit into a 95-gallon cart.

### **CONTRACT DOCUMENTS**

Shall include the ITB, Contract, Proposal Form completed by the Bidder, Bid Bond, Notice to Bidders, Instructions to Bidders, Performance Bond, General Conditions, Supplemental Conditions, all Addenda, and any written agreements that alter, amend, or extend the contract.

### **CONTRACTOR**

The individual, firm, partnership, or corporation selected by the County as the successful Bidder who has become a party to the Contract and has duly authorized representatives to perform prescribed Work.

### **COUNTY**

The County of Jefferson, within the State of Alabama, the party of the first part of the Contract, acting by and through the Jefferson County Commission, or other officials designated by it.

### **GARDEN RUBBISH**

Normal accumulation of yard and grass cuttings, leaves, 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 feet in length or six inches in diameter.

### **HEALTH DEPARTMENT**

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

### **LIFE CYCLE COSTS**

Life Cycle Cost Analysis is defined "as a method for evaluating all relevant costs over the time of a project, product, or measure. This method considers first costs, including capital investment costs, purchase, and installation costs; future costs, including energy costs, operating costs, maintenance costs, capital replacement costs, financing costs; and any resale, salvage, or disposal cost, over the lifetime of the project, product, or measure."

### **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 bid and/or contract requirements.

### **QUALIFIED BIDDER**

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

### **RESIDENCE**

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

### **RESIDENTIAL GARBAGE**

All solid or semi-solid refuse subject to decay or putrefaction, tin cans, bottles, paper and all waste of animal or

vegetable matter. Residential garbage does not include large appliances, heavy furniture, materials larger than a 95-gallon cart, infectious medical waste, 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 waste or refuse that 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 at a sanitary landfill without special treatment or handling.

**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.

**SFR or SINGLE-FAMILY RESIDENCE**

Shall mean a detached single-family dwelling.

**SOLID WASTE DISPOSAL FACILITY**

Shall a preapproved disposal facility that is operated, sanctioned and licensed under the laws of the State of Alabama.

**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.

**TRASH**

Small debris, non-putrescible solid waste, cloth, paper, cardboard, cardboard boxes, tin cans, glass, crockery, metals, and other similar materials, excluding items weighing 700 pounds and items over 8 feet long.

**WASTE DISPOSAL FEE**

Established rate for the initial contract term for disposal of all garbage, trash, and garden rubbish collected at the sanctioned and licensed Solid Waste Disposal Facility.

**WASTE DIVERSION FACILITY**

A place designated for the residents to deliver household hazardous waste, white goods, electronics, bulk items, etc., that are not able to or should not be collected by means of the 95-gallon cart.

## BID ANNOUNCEMENT

Encrypted Electronic bids will be accepted on the Bid Express site by the Jefferson County Commission, Roads and Transportation Department, 716 Richard Arrington Jr. Blvd N, Room A200, Birmingham, Alabama 35203.

Bids will be **accepted until 10:00 a.m.** central time (standard or daylight savings time, as applicable) on **Tuesday, September 24, 2024**. Bids submitted after this date and time **will not be considered**.

**Bids will be publicly opened at 1:00 p.m. on Tuesday, September 24, 2024**

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 bid or 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, shall 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 County’s internal mail delivery system, 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 received later than the date and time indicated above.

**Late bids will remain unopened.**

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### **BACKGROUND**

Jefferson County covers about 1,124 square miles in central Alabama and has its seat in Birmingham. It is the most populous county in the state. As of the 2020 Census, the population was 674,721, with about 170,000 people living in unincorporated Jefferson County. 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 Solid Waste Pickup Services** with the Jefferson County Commission. Residential waste pickup service is provided only to single-family residences that opt into the service; 24,229 residences participate as of the end of June 2024.

### **AWARD**

The Contract will be awarded to the lowest responsive, responsible and acceptable bidder. The County reserves the right not to accept any Proposals, to reject any Proposals, or to waive any formality in any bid. Note that 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 Bidder Qualification submitted with the bid, or from any other sources. Once the

County determines which bidders are qualified, responsible Bidders – the award criteria will be based on the rate for Single Family Residential Garbage and Trash Service.

The Jefferson County Commission intends that the Contract be awarded within 45 days after 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 the County shall make formal notice of such award to the successful bidder.

The prices proposed by the Bidder shall be the base prices to be paid for services beginning April 1, 2025. All new carts shall be delivered early in calendar year 2025 to allow for pickup services to start on April 1, 2025.

#### **AWARD CRITERIA**

- Meet Specifications/Requirements as stated in ITB.
- Lowest responsible bidder based on the sum of all unit prices.

#### **AWARD USING LIFE CYCLE COST**

The Awarding Authority may use life cycle cost analysis for personal property purchases as provided by the Alabama Competitive Bid Law, Code of Alabama 1975, Section 41-16-57(c) and the Code of Alabama 1975, Section 16-13B-7(c)(1)3. Act 2011-530, Acts of Alabama, amended Section 41-16-57(c) to allow for the use of life cycle cost for goods that are, or are to become, fixtures.

#### **BID ACCEPTANCE/REJECTION**

The County reserves the right to accept or reject any 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 Department of Roads and Transportation. 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 who do not meet all requirements of this solicitation or who 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 possible, or those that affect the competitiveness of Submittals. Respondents whose submittals, past performance, or current status do not reflect the capability, integrity, or reliability to perform the contract's requirements fully and in good faith 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, services, or equipment considered best adapted to the County's intended use. Proprietary specifications may be waived for functional equivalents offered if authorized by the requesting department.

#### **TERM OF CONTRACT**

Any contract resulting from this ITB will become effective upon bid award (or within 30 days of award notification, approval of the Jefferson County Commission and work authorization issue). This bid shall begin early in 2025 when cart delivery should be started. Waste pickup will start **on April 1, 2025, and terminate upon**

**revocation of the collection permit issued by the Health Department** or on **March 31, 2028**, whichever occurs first. The Jefferson County Commission may offer the option to renew the contract for three additional one-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-year term.

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## **SCOPE OF WORK**

The Jefferson County, Alabama Commission, Department of Roads and Transportation is seeking bids for Residential Solid Waste Pickup Services. The Bidder must have the sole and exclusive right to collect garbage, trash, and garden rubbish within Unincorporated Jefferson County and must collect residential garbage, trash, and garden rubbish from single-family residences on a regularly scheduled basis. Currently, residential waste pickup service is provided only to those who opt into it; as of the end of June 2024, 24,229 residences participate.

### **Garbage and Trash Collection and Disposal Services**

The Bidder must deposit all residential garbage and trash collected from single-family residences within unincorporated Jefferson County that subscribe to service at a Solid Waste Disposal Facility that is sanctioned and licensed under the law. The Bidder must pay all fees and charges established by the disposal site operator(s). The Bidder must furnish to the County all routes and schedules and notify the County and Customers at least 30 days in advance of any changes in routing (including change in service day), equipment or other services performed or made. The Bidder must use enclosed vehicles to pick up containerized residential garbage located at curbside. Note that residents who provide proof that they cannot maneuver the trash from the structure to the curb may place the trash near the front of the residence for pickup. The Bidder must return all waste containers to their previously stored location with lids in the closed position.

Carts must not be left in locations that block streets, driveways, or mailboxes. The Bidder must perform garbage/trash collection services at least once per week, Monday through Friday, 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. If the collection day falls on a Holiday, service must be scheduled for the following (work)day.

Garbage may be transferred from a resident's container into the Bidder's leak-proof containers to carry garbage/trash to collection trucks. Such transfers must be done in a sanitary manner, and the Bidder must pick up any material spilled while making such transfers. Workers and the truck to which they are assigned must be performing collection services on the same street at the same time – no garbage/trash stockpiling is permitted. All areas around garbage/trash carts must be left free of any refuse spilled during the collection. The Bidder must not, however, be responsible for cleaning up unsanitary conditions around the refuse containers that were caused by the negligence or carelessness of the tenant/occupant. Employees of the Bidder must take care 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 to accomplish the work if such animals are allowed to roam at large. The Bidder must not be required to enter fenced areas or basements for the purpose of performing the work.

Bidder will not be required to pick up trees, construction material, roofing material, plaster, concrete, concrete blocks, or other substances that may accumulate because of clearing 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 greater than two cubic yards per pick up. Quantities greater than two cubic yards will be collected on subsequent trips.

### **Garden Rubbish Collection and Disposal Services**

The Bidder must collect all items of Garden Rubbish that are located at the curbside of each Residence participating in service at least one time per week, Monday through Friday, 52 weeks per year. Customers must have a normally scheduled collection day and be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In this case, service must be scheduled for the following (work)day. Customers

must receive a minimum of 30 days notice, in writing, of 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 inches in diameter or four feet in length. The Bidder may require that any material be bundled and tied. This waste must be picked up with the residential garbage collection.

**Set Out Services**

For residents who cannot maneuver the trash cart to the road due to being elderly, disabled, or who, due to unordinary circumstances, might have an extreme hardship in getting refuse to the curb, the Bidder must provide set out service, collecting the trash from near the front of the residence. When such services are requested, the Bidder may ask for proof of disability from a physician. Residential garbage and trash must be placed by the Customer near the front of the residential structure and be readily accessible by the Bidder. Service will be provided at least one time per week, Monday through Friday, 52 weeks per year. Customers must have a normally scheduled collection day and be serviced on that day unless said collection day falls on a Holiday exempt from collection services. In this case, service must be scheduled for the following (work)day. Customers must receive a minimum of 30 days notice, in writing, of a change in their normally scheduled collection day.

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## **INSTRUCTIONS TO BIDDERS**

### **BID FORMS**

Bid must be submitted through Bid Express.

### **BIDDER REQUIREMENTS**

#### **Quality and Timeliness of Service**

**Hours of Operation** – The collection described herein must be between 6:00 a.m. and sunset, not after 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 is not required to collect garbage and trash on the eight following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving, and Christmas; however, 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 made on the following (work)day. Saturday pick-up will be allowed.

**Office, Telephone, and online presence** – 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. 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 p.m., in which case the call must be responded to by 12:00 p.m. the next business day. Messages received on weekends and/or holidays must be responded to the next business day.

The County uses Rock Solid Technologies, Inc. to track complaints submitted by residents. The Bidder must be prepared to use this system, following the Standard Operating Procedures, processing any complaints that are generated and updating the status of the records. The successful Bidder will be given access to the Rock Solid system, and will be expected to respond to the complaints, upload pictures and update the status of the records.

### **FIELD MANAGER**

The Bidder shall provide and maintain adequate and competent supervision during the progress of the work through the employment and assignment of a Field Manager who will oversee the work performed in unincorporated Jefferson County. All directives given to the Bidder or Field Manager by the County, when consistent with the provisions of the contract, shall be binding upon the Bidder. The Bidder shall further maintain continuous observation of the services performed under the contract to ensure compliance with the standards of quality and timeliness of services described herein.

### **STIPULATED PENALTIES**

The Bidder must make every reasonable effort to provide high quality service and have no unresolved complaints or requests. Upon determination by Jefferson County that an unresolved complaint or an unfulfilled request warrants the imposition of stipulated penalties, the Bidder must pay the County the sum of \$250.00 for each complaint or request not satisfied within 24 hours of receiving notification of the complaint. If there are more than two complaints at the same residence within the same month, the County will double the penalty to \$500.00. Penalties, if needed, will be enforced at least once each quarter.

## **INSTRUCTIONS TO BIDDERS - Continued**

The Bidder will be notified of the imposition of such penalties by the County. Penalties will apply to garbage, trash, garden rubbish, and cart delivery complaints that are not resolved within 24 hours. Penalties will be due upon demand by the County.

### **NOTIFICATION OF CHANGE IN SERVICE**

Should the Bidder change the schedule of any collection days for garbage, trash, or garden rubbish, the Bidder must inform the customers in writing at least 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 collection schedules and to fully perform all services in accordance with this bid. Failure to furnish uninterrupted service as scheduled may subject the Bidder to cancellation of the award by the County and forfeiture of the performance bond. Trucks or other vehicles engaged in the business of hauling garbage, domestic rubbish, or garden rubbish must be covered, secured, or sealed so that there will be no loss of contents during hauling to cause littering of streets and highways or cause a nuisance or hazard to public health. Said trucks or vehicles must be approved by the Health Department and must be properly marked with identification as set out by the Health Department.

All trucks must be equipped with appropriate telecommunication equipment to provide direct communication between the Bidder's Field Manager and the Bidder's personnel on every truck operating within unincorporated Jefferson County. In addition, all trash collection trucks must be equipped with Global Positioning System (GPS) devices so that their locations can be monitored by the Bidder, Jefferson County personnel, and customers. Cameras, capable of date- and time-stamping photos, must remain functional in all trucks. Bidder must keep and retain sufficient backup equipment to replace any that requires maintenance or service. County staff may evaluate equipment used by the Bidder and resolve any questions regarding proper equipment through the Jefferson County Department of Health. 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 Garbage Cart per dwelling at no cost to the Customer. Garbage Cart must be at least 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 by residents at the cost indicated on the Proposal Form. Carts that are damaged, lost, or stolen must be replaced promptly upon request at no additional cost to the customer. The no-cost replacement of lost or stolen carts 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 deliver a 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. The carts proposed for use by the Bidder under this bid must meet the specifications described herein and be approved by the County.

**Garbage Cart Specifications (95-gallon).** The cart must meet the minimum qualities and characteristics of the MSD 95-gallon cart manufactured by Otto Industries, Incorporated, or be equivalent. The cart body must be made of highly-density polyethylene plastic. The container body must be completely sealed without any open areas and have two rubber wheel assemblies. The cart must be designed for manual or semi-automated bar lifter systems.

## **INSTRUCTIONS TO BIDDERS - Continued**

The cart lid must be attached securely to the body and fit closely on the top and rim of the cart. The lid should be domed to facilitate water run-off. Cart body must be sequentially numbered with permanent hot-stamped 1- to 2-inch white numbers on front of cart body. Carts must be front-facing and ultraviolet-stabilized. All carts must be new and matching and approved by the County before distribution to the Customer. Dimensions should be approximately 26 inches wide, 33 inches deep, and 46 inches tall, and the load rating should be at least 200 pounds.

**Cart Warranties:** all carts must have a ten-year warranty covering the container body, lid, wheels, axle, and all other parts. Any component parts that 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 the container when closed on the container's body.
2. Failure of the lid or container body to prevent penetration by vermin.
3. Damage to the container body, lid, or any component parts caused by opening or closing 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 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. The container body, lid, hardware, or any component parts fail 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**

Residential waste pickup service is provided only to those who opt into the service; as of June 2024, 24,229 residences participate.

### **CHANGES IN PRICE**

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

### **EXTRA SERVICE**

Requests for pickup of large items such as appliances, furniture, tree sections, sod, lumber, or other items not defined in this bid as "garbage," "trash," or "garden rubbish" are not included in this bid.

### **BIDDER RESPONSIBILITY**

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

## INSTRUCTIONS TO BIDDERS - Continued

### **BID SUBMITTAL DEADLINE AND INSTRUCTIONS**

The Bid Submittal Deadline is **Tuesday, September 24, 2024**. Encrypted and electronic bids shall be submitted on the Bid Express site.

1. All hard copy bids shall be sealed and clearly marked "**Residential Solid Waste Pickup Services**".
2. **All bids must arrive through Bid Express or in the Department of Roads and Transportation, 716 Richard Arrington Jr, Blvd, North, Room A200, Birmingham, AL 35203-0009, Tuesday, September 24, 2024, by 1:00 p.m., central time, the day of the bid opening. Bids arriving on opening day later than 1:00 p.m. will not be accepted. Bids sent by electronic devices (i.e., facsimile and e-mail) other than Bid Express are unacceptable and will be rejected.** Bidders 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 Bidder to have the bid delivered to Jefferson County Roads and Transportation Department before the closing hour and date.

The County is not responsible for delays occasioned by the U.S. Postal Service, the County's internal mail delivery system, 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 that are received later than the date and time indicated above. **Late bids will be disqualified and not opened.**

3. Bidder must have all proper "Required Forms" 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, the Statement of Bidder's Qualifications submitted with the bid, or 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 for any other non-discriminatory reason. The County's decision will be final.

The County shall require the following supporting data regarding the qualifications of the Bidder 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:

1. A copy of the latest financial statement certified by a nationally recognized firm of independent certified public accountants.
2. 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, evidence that the Bidder is licensed to do business and is in good standing under the laws of Alabama and Jefferson County. In lieu of existing evidence, the Bidder must provide a sworn statement that it will take all necessary action to become licensed if its Bid is accepted.

### **INSTRUCTIONS TO BIDDERS - Continued**

3. Evidence, in form and substance satisfactory to County, that Bidder has been in continuous existence as a going concern for at least five years and possesses not less than five years of actual operating experience in refuse collection and disposal.
4. 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.
5. Evidence, in form and substance satisfactory to the County, that Bidder is licensed and permitted to transport and dispose of non-hazardous solid waste.
6. Evidence 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 a bidder who, as determined by the County, has an unsatisfactory performance record, inadequate experience, or lacks the necessary capital, organization, and equipment to conduct and complete the collection, hauling and disposal services in accordance with the Contract Documents for this Bid. The decision of the County will be final.
7. List of entities of comparable size, including contact information for entity for which the Contractor is currently providing a similar service.
8. List of equipment, including quantity, year, make, and model that the Contractor proposes to use in fulfilling the contractual obligations.

If the County requires additional certified supporting data regarding the qualifications of the Bidder to determine whether it is a qualified, responsible Bidder, the Bidder shall furnish any of the following information, which shall be sworn to under oath by the bidder or, if the bidder is a corporation, by an executive officer of the bidder:

1. Evidence that the Bidder can commence performance as required in the Contract Documents.
2. Evidence, in form and substance satisfactory to County, that Bidder is a going concern with the managerial and financial capacities to perform all phases of the work in the Contract Documents.
3. Such additional information as will satisfy the County that the Bidder is adequately prepared to fulfill the Contract.

#### **BUSINESS LICENSE**

Any Bidder receiving a notification of intent to award letter must **provide a Jefferson County business license within seven days of receipt of notice of intent to award**. Any Bidder not currently registered with the Jefferson County Revenue Department, that does not have a business account number, may obtain an application by logging on to <http://jeffconline.jccal.org/revenue>. Once 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.

## INSTRUCTIONS TO BIDDERS - Continued

### **INQUIRY DEADLINE**

All inquiries are due by **2:00 p.m. central time on Thursday, August 29, 2024.**

### **INTERPRETATIONS AND ADDENDA**

No interpretation or modification made to any respondent as to the meaning of the ITB shall be binding on the Jefferson County Commission unless submitted in writing and distributed as an addendum by the Jefferson County Department of Roads and Transportation. Interpretations and/or clarifications shall be requested in writing and directed to **Bid Express. Verbal information obtained will not be considered in the awarding of the contract. All addenda shall 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, Regulations, and Laws of the State of Alabama. If any regulatory agency requires a professional license or certification to provide any product or service solicited under this ITB, the County reserves the right to require documentation of the current license or certification before considering the Bid or awarding a contract.

### **PRE-BID CONFERENCE:**

A non-mandatory pre-bid conference will be held on **Tuesday, August 27, 2024, at 10:00 a.m.** The conference will be held in Room A200, Jefferson County Department of Roads and Transportation, 716 Richard Arrington Jr. Blvd. N., Birmingham, AL 35203.

### **TELEPHONE INQUIRIES – NOT ACCEPTED**

Telephone inquiries seeking clarification on any specifications of the ITB will not be accepted. All questions **must** be submitted through Bid Express **by 2:00 p.m. on August 29, 2024.**

### **VENDOR REGISTRATION**

To become a registered vendor with the Jefferson County Commission, please visit the VSS (Vendor Self-Service) website at <https://munisweb.jccal.org/vss/default.aspx> or call 205-325-5381. The vendor registration system is designed to maximize opportunities to participate in the County's purchasing program.

#### **New Vendors**

To create a vendor profile:

1. Go to the VSS website: <https://munisweb.jccal.org/vss/default.aspx> (Recommended browser is Google Chrome)
2. Click Sign Up Link at the bottom of the screen
3. It is very **Important** to Complete the following steps:
  - a. **Enter** Contact Info
  - b. **Complete** the New Vendor Registration: General Information
  - c. **Enter** a viable **email address** (where notifications will 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 offered, as applicable
  - g. **Upload** a current W-9 (signed and dated within the last 18 months, preferably in the current year).

**Existing Vendors:** To update the vendor profile, go to <https://munisweb.jccal.org/vss/default.aspx>.



## **INSTRUCTIONS TO BIDDERS - Continued**

### **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 contractor 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 a commercial establishment if the contract for commercial waste removal service is coordinated through a property management company or a residents' association and payment for such service is made to the contractor by said management company or association and not by individual residents.

### **WASTE DISPOSAL AND FEE**

The Bidder shall dispose of all garbage, trash, and garden rubbish collected under the awarded contract at an approved, licensed solid waste disposal facility. The awarded Bidder shall pay the Waste Disposal Fees as negotiated between the Bidder and the disposal facility operator, provided such fees shall not exceed standard published rates.

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***SPECIAL PROVISIONS FOR PUBLIC WORKS***

## **SPECIAL PROVISIONS FOR PUBLIC WORKS**

### **ALABAMA CODE SECTIONS 34-8-1 THROUGH SECTION 34-8-28 (1975)**

The attention of all bidders is called to the provisions of the State Law governing general contractors, as outlined in Alabama Code Sections 34-8-1 through Section 34-8-28 (1975), as amended, Chapter 4, Section 65-to 82 (inclusive) of Title 46 of the Code of Alabama of 1940, as amended; and bidders shall be governed by said law insofar as it is applicable. The above-mentioned provisions of the code make it illegal for the owner to consider a bid proposal from anyone who is not properly licensed under such code provisions.

### **CONTRACT INCORPORATION**

This contract embodies the entire contract between the County and the Bidder. The parties shall 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 shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of the Bidders' successful submittal, supplemental agreements, change orders, performance bond(s), and any written agreements that alter, amend, or extend the contract.

### **BIDDERS BID BOND SECTION 1 SECTIONS 23-1-2 AND 39-2-4 OF THE CODE OF ALABAMA 1975 (AMENDED)**

To amend **Sections 23-1-2 and 39-2-4 of the Code of Alabama** to increase the amount of the bid guarantee required to be filed under certain conditions by a bidder on a public works project when the Department of Transportation is the awarding authority. A certified check payable to the awarding authority for an amount not less than five percent of the bid but no more than fifty thousand dollars (\$50,000); or a bid bond payable to the awarding authority in an amount not less than five percent of the bid, but in no event more than fifty thousand dollars (\$50,000).

### **DAMAGE**

The Bidder shall be held responsible for any breakage or loss of the County's equipment or supplies caused by the negligence of the Bidder or its employees while working on the County's premises. The Bidder shall be responsible for restoring or replacing any equipment, facilities, etc., so damaged. The Bidder shall immediately report to the County any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will breach this contract.

### **INSTALLATION/QUALITY ASSURANCE**

Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and the methods needed for the proper performance of the work in these specifications.

### **COMPLIANCE WITH OSHA**

The bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act laws, standards, and regulations, and the Bidder will indemnify and hold Jefferson County Commission harmless for any failure to so conform.

### **PERFORMANCE BOND & PAYMENT BOND - ALABAMA CODE TITLE (A) SUBSECTION 39-1-1**

(a) Any person entering into a contract with an awarding authority in this state for the prosecution of any public works shall, before commencing the work, execute a performance bond within **10 consecutive calendar days** with a penalty equal to **100 percent** of the amount of the contract price. In addition, "Payment Bond", payable to the awarding authority letting the contract, shall be executed in an amount not less than **50 percent** of the contract price, with the obligation that the Bidder shall promptly make payments to all persons supplying labor, materials,

or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond. If extenuating circumstances prevail, the awarding authority may grant an extension not exceeding *five days* for the return of the contract, required bonds, and required evidence of insurance.

**STATE OF ALABAMA LICENSING BOARD FOR GENERAL CONTRACTORS' RULES AND REGULATIONS CHAPTER 8 OF TITLE 34 OF THE CODE OF ALABAMA, 1975, AS AMENDED SECTION 34-8-8**

(a) All owners, architects, engineers, construction managers, and private awarding authorities preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of the portions of this chapter as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or note, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person, including an owner, architect, engineer, construction manager, or private awarding authority who violates this section shall be guilty of a Class B misdemeanor and shall, for each offense of which he or she is convicted, be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, engineers, construction managers, or private awarding authorities receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, engineer, construction manager, or private awarding authority shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall, for each offense for which he or she is convicted, be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

The Bidder shall obtain and pay for all licenses and permits required by the State, County, and City authorities having jurisdiction over the work.

The attention of all bidders is called to the provisions of the state law governing general contractors, as outlined in Alabama Code Sections 34-8-1 through section 34-8-28 (1975), as amended, and bidders shall be governed by said law insofar as it is applicable. The above-mentioned provisions of the Code make it illegal for the owner to consider a bid proposal from anyone who is not properly licensed under such code provisions.

The attention of bidders is called to the provisions of Alabama code section 39- 2-14 (1975) as amended, which require a nonresident bidder to register with the Department of Revenue prior to engaging in contract performance in the state of Alabama.

The attention of bidders is called to the provisions of Alabama code section 39- 3-5 (1975) as amended regarding preference to resident bidders.

Jefferson County may make such investigations as deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Jefferson County all such information and data for this purpose as Jefferson County may request. Jefferson County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Jefferson County that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

**SUPPLEMENTAL SPECIFICATION NO. JC-0003**

**TERMINATION OR ABANDONMENT**

- A. The County shall have the right to abandon this Contract or amend its project at any time, and such action shall in no event be deemed a breach of contract.
  
- B. The County has the right to terminate this Contract at its pleasure upon ten days written notice and make settlement with Bidder on an equitable basis. The value of the work performed by the Bidder prior to the termination of this Contract shall be determined. In determining the value of the work performed, the County shall consider the following:
  - 1. The ratio of the amount of work performed by the Bidder prior to the termination of the Contract to the total amount of work contemplated by this Contract less any payments previously made.
  - 2. The amount of the expense incurred by the Bidder in performing the work to the termination in proportion to the amount of expense the Bidder would have incurred had it been allowed to complete the total work contemplated by the Contract, less any payments previously made.
  - 3. In determining the value of the work performed by the Bidder prior to the termination, no consideration will be given to profit that the Bidder might have made on the uncompleted portion of the work.
  
- C. If the termination is brought about because of unsatisfactory performance on the part of the Bidder, the Bidder shall be liable to the County for the difference between the balance remaining on the Bidder's Contract and the cost to the County to complete the work.

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***SPECIAL PROVISIONS FOR SERVICES***

## **SPECIAL PROVISIONS FOR SERVICES**

### **ACCESSIBILITY**

The Bidder shall fully inform itself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. It shall exercise due caution to determine that all parts of its 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 shall, 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 shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the Bidder hereunder.

### **CHANGES IN WORK**

The County may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the County may find necessary or desirable. The Bidder shall not claim forfeiture of the contract by reasons of such changes by the County. Changes in work and the amount of compensation to be paid to the Bidder for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

### **CLEAN-UP**

During the performance and upon completion of work on this project, the Bidder will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of them unless otherwise directed by these specifications. The bidder shall leave the entire area in a neat, clean, and acceptable condition as approved by the County.

### **COOPERATION BETWEEN CONTRACTORS**

The County reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless the County from any damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

### **COORDINATION WITH AGENCIES**

The Bidder shall coordinate its activities with the appropriate regulatory agencies and have their representatives available at the appropriate times.

### **INDEPENDENT BIDDER**

In accepting this contract, Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Bidder further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Bidder certifies that to the best of its knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the County. The Bidder

agrees that in the performance of the services required under this contract, Bidder, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the County.

**LIQUIDATED DAMAGES**

Failure to start and complete all work specified within the time allowed in the Work Authorization shall constitute a material breach of contract. Failure of the successful Bidder to complete the work or deliver the goods within the time allowed will result in damages. For each consecutive day in excess, the bidder shall pay to the County in accordance with Alabama Department of Transportation 2018 Standard Specifications, Section 108.11: Schedule of Liquidated Damages per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the bidder if such delay occurs.

**PERMITS**

Unless otherwise specified herein, Bidder shall, at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract and shall give all public notices necessary for the lawful performance of the contract.

Bidder shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the County from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

**PROPERTY DAMAGES**

The Bidder shall be held responsible for any breakage or loss of the County's equipment or supplies caused by the negligence of the Bidder or its employees while working on the County's premises. The Bidder shall be responsible for restoring or replacing any equipment, facilities, etc., so damaged. The Bidder shall immediately report to the County any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

**REJECTION OF WORK**

Bidder agrees that the County has the right to make all final determinations as to whether the work has been satisfactorily completed.

**UNKNOWN OBSTRUCTIONS**

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

**USE OF SUBCONTRACTORS**

The Parties acknowledge and agree that the awarded Bidder shall be entitled to engage Subcontractors to perform the Work or portion thereof. Bidder shall be solely responsible for paying each Subcontractor for services, equipment, material or supplies in connection with the Work. Bidder's use of subcontractors will not relieve Bidder of the responsibility for the subcontractor's performance, and Bidder's obligations and responsibilities assumed under this Agreement will be made equally applicable to subcontractors.



**JEFFERSON COUNTY COMMISSION GENERAL  
TERMS AND CONDITIONS**

## **JEFFERSON COUNTY COMMISSION GENERAL TERMS AND CONDITIONS**

### **ACT 2016-312 PROHIBITION AGAINST BOYCOTTING**

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

### **ADDITIONAL CONTRACTS**

If mutually agreed upon, additional contracts may be executed based upon this bid for the same item(s) or related types and/or sizes per ALA. CODE § 41-16-57(a).

### **BID ACCEPTANCE/REJECTION**

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

### **BREACH AND DEFAULT**

Any violation of this Agreement shall constitute a breach, and default of this agreement shall be cause for termination. Upon such termination, the Bidder shall immediately refund the County all amounts paid by the County pursuant to this Agreement.

### **CANCELLATION**

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of the County Commission and member of the Cooperative.

### **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 it will notify the Purchasing Manager in writing should it come to 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 it nor any of 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 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 with erasures or corrections must be initialed in ink. The bid must be signed in ink by an official authorized representative.

**GENERAL**

The Jefferson County Commission expressly reserves the right to reject any bids or parts of bids and to make the award or awards in the county's best interest.

**GOVERNING LAW/DISPUTE RESOLUTION**

For any contract agreement that is issued based on this ITB, the parties shall 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 laws of the State of Alabama will govern the interpretation and enforcement of this contract agreement. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

**GUARANTEE**

By bidding, the bidder certifies that it is fully aware of the conditions of service and purpose for which services included in this bid are to be purchased and that its offering will meet the requirements of service and purpose to the satisfaction of the Jefferson County Commission and its Agent.

**HOLD HARMLESS AND INDEMNIFICATION**

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County or its employees. Before beginning work, the contract party shall file with the County a certificate from its insurer showing the amounts of insurance carried and the risk covered. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must obtain and maintain insurance from a company licensed to do business in Alabama. Coverage required includes 1) Comprehensive General Liability, 2) Comprehensive Automobile Liability, and 3) Worker's Compensation and Employer's Liability.

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## **INSURANCE**

The successful bidder will maintain such insurance as will protect him and the County from claims 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. Insurance shall **include Jefferson County, Alabama, as Added Additional Insured by Endorsement, and a 30-day written cancellation notice**. Evidence of insurance will be furnished to the Purchasing agent and the General Services Department not later than seven days after the Work Authorization/contract date. The successful bidder is also required to include the bid number on the evidence of insurance.

### **Insurance Minimum Coverage:**

The contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department Office and Roads and Transportation before beginning work with the County.

#### **General Liability:**

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation,  
Products/Completed Operations, Contractual, Independent contractors, Broad Form  
property damage and personal injury.

#### **Automobile Liability:**

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile, including hired and non-owned vehicles

#### **Workers Compensation and Employers Liability:**

\$100,000 - Limit each occurrence

#### **Umbrella Coverage:**

\$1,000,000 - Each occurrence

\$1,000,000 - 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/ITB Number, Project Number or Work Authorization Number Covered by The Certificate of Insurance.**

## **INVOICING**

Under the current subscriber service, the Bidder will bill the customers directly. Currently, about 24,229 households participate in trash services. The County anticipates that the Bidder will send invoices to the customers quarterly.

## **LANGUAGE, WORDS USED INTERCHANGEABLY**

The word County refers to the Jefferson County Commission or Jefferson County, Alabama, throughout this document. Similarly, Respondent, Bidder, and Contractor 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 shall, must, and will are equivalent in this ITB and indicate a mandatory requirement or condition; the County shall not waive the material deviation from that. 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 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. Still, it 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 shall 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. Bidders 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.

## **NEGOTIATIONS**

Jefferson County reserves the right to enter into contract negotiations with the selected bidder. If the County and the selected bidder cannot negotiate a successful contract, the County may terminate negotiations and begin negotiation with the next selected bidder. This process will continue until a contract has been executed or all proposals have been rejected. No bidder shall have any rights against the County arising from such negotiations.

## **NON- DISCRIMINATION POLICY**

The Jefferson County Commission is strongly committed to equal opportunity in the solicitation of ITBs and RFPs. The County encourages bidders and proposers to share this commitment. Each bidder submitting a proposal will not discriminate against any employee or applicant because of race, color, religion, sex, national origin, age, disability, or veteran status. The Bidder 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.

## **OTHER BENEFITS AND COMPENSATION**

There are no other benefits or compensation except as listed in Method of Payment.

## **PERMITS, CODES & REGULATIONS**

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

## **PRE-PAYMENTS**

No prepayments of any kind will be made prior to shipment. The bidder agrees that Jefferson County will be charged no more for item(s) bid than the State of Alabama and that in the event of a price reduction, the County will receive the benefit of such reduction on any undelivered portion of the contract.

## **PRICE GUARANTEE FOR ENTIRE CONTRACT PERIOD**

Bidder agrees that it will deliver any items awarded to it, that such items will be manufactured to quoted specifications, that prices billed will be no higher than those quoted herein, and that delivery will be made within the time specified herein or within a reasonable time, if not so specified. Bidder hereby guarantees delivery of all items awarded hereunder without any qualification or limitation. In making this guarantee, Bidder confirms that it has secured the subject items or has obtained a guarantee of their availability sufficient to its satisfaction.

Bidder further agrees that in the event Bidder fails to deliver any items awarded to it in accordance herewith for any reason whatsoever, Jefferson County may, at its option, accept the next lowest and best bid for such items, re-bid such items, or obtain substitute items elsewhere. Such substitutes may include later-year models, where current-year models are not reasonably available.

## **PRICES**

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

## **PRICING ESCALATION/DE-ESCALATION**

**Economic Price Adjustment.** All prices offered shall be firm against any increase for twelve months from the effective date of the contract. The prices proposed by the Bidder shall be the base prices to be paid for services beginning April 1, 2025. 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:

1. As promptly as practicable after January 31, 2026, and each January 31<sup>st</sup> thereafter during the contract term or of any renewal term, the County or Bidder 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" published by the Bureau of Labor Statistics of the United States Department of Labor.
2. If the cost of living changes, the parties shall negotiate and may, upon mutual agreement, change the unit prices not more than the percentage change in the Consumer Price Index as computed above. The increase shall be subject to an annual three percent (3%) cap.
3. The Jefferson County Manager shall have the authority to approve or reject any proposed change to the unit prices. Any price increase shall not be billed to the Customer until the County Manager has given written approval.
4. If the Bidder requests an increase in rates and the County determines that an audit of the Contractor's books should be conducted, the Bidder shall pay the cost of such an audit.
5. If mutually agreed to, this same procedure may be followed in each subsequent year of this Agreement or any renewal term thereof.

**Price Adjustment after Three Years.** If this contract is renewed, the Bidder may be allowed an adjustment in contract prices during the renewal periods as stated above or under the following conditions. For a change in the contract price to be approved, the Bidder must submit clear documentation to the County detailing the change in cost. If the change in cost is clearly established, the County may adjust the contract price accordingly. A change will be allowed only if the Bidder specifications are modified and/or a state or federal law or ruling modifies the existing regulations affecting the Bidder's operations.

#### **PUBLIC DISCLOSURE**

Subject to applicable law or regulations, the content of each Bidder's Proposal shall 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 shall be the property of the County and shall be turned over to the County upon request. Bids submitted are not publicly available until after the Jefferson County Commission signs the awarded contract. 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.

#### **SOLE CONTRACTOR/IMPLEMENTER**

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

#### **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.

#### **TAX**

Jefferson County is exempt from all taxes. However, the bidder 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.

#### **TELEGRAPHIC/ELECTRONIC BID RESPONSES**

Bid responses sent by electronic devices (e.g., facsimile machines and email) are unacceptable and will be rejected upon receipt. Bidders are expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

#### **TERMINATION OF CONTRACT**

The County may terminate this contract with a 30-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 Bidder of any liability to the County for damages sustained by virtue of a breach by the Bidder.

#### **THIRD-PARTY "REMIT-TO"**

If Bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. Jefferson

County will send payment to the company designated by Bidder on its response but will not be responsible for resolving payment issues if the Bidder changes payment processing companies after payment has been mailed or without a 45-day written notification to the Purchasing and Accounting division of Jefferson County.



**JEFFERSON COUNTY COMMISSION REQUIRED  
FORMS**

**BID FORM for RESIDENTIAL SOLID WASTE PICKUP SERVICES (COUNTY-WIDE)**  
 (Bidder must use this form. Fill in all spaces.)

A bid (performance) bond or cashier's check in the amount of five percent of bid must accompany any bid of \$25,000 or more. Bids submitted without the bid bond will not be considered.

The undersigned Bidder agrees it will contract with the County to provide all necessary labor, supervision, machinery, tools, apparatus, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that it will take in full payment the amount set forth hereon. The Jefferson County Unincorporated Residential Garbage, Trash Collection and Disposal Services are priced per month. The costs of additional garbage carts are lump sum.

As of the end of June 2024, residential waste pickup service is provided to the 24,229 residences who have opted in. The Bidder will bill the residents directly for the subscriber service.

**Subscriber Services – approximately 24,229 residences, Bidder bills residents**

<b>LINE NO.</b>	<b>CATEGORY OF SERVICES</b>	<b>COLLECTION FREQUENCY</b>	<b>PRICE PER UNIT MONTHLY</b>
1	Single Family Residential Garbage and Trash Services (Curbside)	<b>1 time per week</b>	\$
2	Garden Rubbish (Curbside)	<b>1 time per week</b>	\$
3	Set Out Service (elderly and disabled customers)	<b>1 time per week</b>	\$
4	Charge to Collect Additional 95-gallon Garbage Cart	<b>1 time per week</b>	\$
5	Garbage Cart 95-gallon (additional)	<b>Price Each, Lump Sum</b>	\$

NAME OF COMPANY: \_\_\_\_\_

**Term Of Offer.** It is understood and agreed that this bid may not be withdrawn for a period of **90 days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

**Bidder's Acknowledgement of Its Understanding of The Terms and Conditions.** Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein, on the attachments and agenda.

**Representations Made Under Penalty of Perjury.** The representations herein are made under penalty of perjury. We hereby offer to sell the County the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by reference.

\_\_\_\_\_  
Bidder Name (Person, Firm, Corp.)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

TO BE REPLACED BY E-BID FORM

**AFFIDAVIT OF BIDDER**

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 Bidder (or Authorized Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Bidder (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: \_\_\_\_\_

**JEFFERSON COUNTY, ALABAMA**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM**

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

The Bidder acknowledges receipt of Jefferson County's Equal Employment Opportunity Bidder Compliance Administrative Order (attached hereto), 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 Bidder 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 Bidder 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.
2. In the event of the Bidder's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further County contracts.
3. The Bidder will include the provisions of paragraph (1) in every subcontract or work authorization.
4. The Bidder shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

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

In the event of the Bidder'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 Bidder may be declared ineligible for further County contracts.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature/Title

**DEBARMENT STATEMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS**

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

Bidder 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 the award of this contract been convicted of or had civil judgment 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.

---

Bidder Authorized Signature

---

Date

---

Typed or Printed Name

---

Solicitation Number

**SIGNATURE PAGE**

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

Bidder accepts all provisions of this Invitation as part of any contract or purchase resulting therefrom.

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_ Web Address: \_\_\_\_\_

Terms: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

If a Jefferson County Business License was issued to your company for the past twelve months, please list numbers. \_\_\_\_\_

Bidder'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:

- BID AWARD NOTICE ADDRESS
- PURCHASE ORDER ADDRESS
- REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)

**SIGNATURE OF BIDDER FOR CORPORATIONS:**

By signing this Proposal, we certify that we have examined the plans and specifications, and the sites, as necessary to allow us to bid on the project and, if the successful bidder, to construct the work. We further certify that we have no unresolved questions concerning the intent of any item in the Plans and Specifications.

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_

Business Address:

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Corporate Seal)

Name of State under the laws of which  
The Corporation was chartered \_\_\_\_\_

ATTEST:

\_\_\_\_\_

{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}



**COLLUSION AFFIDAVIT**

**STATE OF ALABAMA  
SERVICES**

**RESIDENTIAL SOLID WASTE PICKUP**

**COUNTY OF JEFFERSON**

**COUNTY: JEFFERSON**

**LETTING DATE: \_\_\_\_\_**

I certify that \_\_\_\_\_  
(Name of Bidding Firm)

has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise acted in restraint of free competitive bidding in connection with this contract.

Signed: \_\_\_\_\_  
(Name of Bidding Firm)

By: \_\_\_\_\_

Shown to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

Notary Public

(NOTE: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bidding form.)

Failure to execute this affidavit shall be cause for rejection of this bid.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
(Name of Bidder)

as Principal and \_\_\_\_\_, as Surety, are held firmly bound unto Jefferson County, Alabama, as Oblige, in the full and just sums of 5 percent of bid (Maximum amount of bid bond per contract is \$10,000 for bids under \$500,000 or \$50,000 per contract for bids \$500,000 or more) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal is submitting its proposal (s) for the **Residential Solid Waste Pickup Services** in Jefferson County, Alabama.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into formal contract (s) and give a good sufficient bond to secure the performance of the terms and conditions of the contract (s), then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the contract (s) as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000 per contract for bids under \$500,000, or \$50,000 per contract for bids \$500,000 or more. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, sealed, and delivered \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Bidding Firm)

Witness as to Principal

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
Attorney in Fact

Proposals will not be accepted unless this form of bid bond is used. Bids will not be considered unless the bid bond is signed by the Principal and Surety.

**PROFESSIONAL SERVICES CONTRACT**

**THIS AGREEMENT**, entered into and between Jefferson County, Alabama, hereinafter called “the County,” and \_\_\_\_\_, hereinafter called “the Bidder.” The effective date of this agreement shall be upon the approval of the Jefferson County Commission.

**WHEREAS** the COUNTY desires to enter into an agreement for **Residential Solid Waste Pickup** herein known as **Residential Solid Waste Pickup Services**, hereinafter more particularly described, and the Bidder desires to furnish and deliver all the material and to do and perform all the work and labor for the said purpose and,

**WHEREAS** the Bidder desires to furnish said professional services to the County.

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

1. **ENGAGEMENT OF BIDDER:** The County hereto agrees to engage the Bidder, and the Bidder hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICE:** The Jefferson County Department of Roads and Transportation desires to establish a contract for **Residential Solid Waste Pickup** from existing roadways.
  - The Bidder promises and agrees to furnish and deliver all the material and to perform all the work required for Residential Solid Waste Pickup Services for Jefferson County, Alabama, known as Project Number 37-24-002, same to be in strict and entire conformity with the provisions of the Contract, the Notice to Bidders and the Proposal, approved by the Director/County Engineer. Said Notice to Bidders and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.
  - The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision and to the entire satisfaction of the Director/County Engineer, subject to its inspection and approval, and in accordance with the applicable Federal, State, or local rules and regulations.
  - The decision of said Director/County Engineer upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said Bidder shall be final and conclusive.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Bidder shall be available to render “Residential Solid Waste Pickup Services” to the Department of Roads and Transportation at any time after the effective date of this Contract. The Jefferson County Commission may offer a one-year contract with the option to renew for two additional one-year terms.

**PROFESSIONAL SERVICES CONTRACT**

4. **COMPENSATION:** Residential waste pickup service is provided only to those who opt into the service; 24,229 residences currently participate. The Bidder will bill the residents directly.

**Subscriber Services – approximately 24,229 residences, Bidder bills residents**

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	Set Out Service (elderly and disabled customers)	1 time per week	\$
4	Charge to Collect Additional 95-gallon Garbage Cart	1 time per week	\$
5	Garbage Cart 95-gallon (additional)	Price Each, Lump Sum	\$
6	Alternate Added Cost to Provide Citizen Electronic Monitoring Software	Additional Cost	\$

5. **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.
6. **STATEMENT OF CONFIDENTIALITY:** Bidder agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
7. **INDEPENDENT BIDDER:** The Bidder acknowledges and understands that the performance of this contract is as an independent Bidder and as such, the Bidder is obligated for Workmen’s Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.

8. **NON-DISCRIMINATION POLICY:** The Bidder 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 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.
9. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Bidder shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
10. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a 30-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 Bidder of any liability to the County for damages sustained by virtue of a breach by the Bidder.
11. **LIABILITY:** The Bidder 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 Bidder 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 Bidder, its agents, subcontractors or employees under this Contract.
12. **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  
Kellie Johnson, Accountant  
**Roads & Transportation Department**  
716 Richard Arrington Jr. Blvd. N.  
Room A200  
Birmingham, AL 35203

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

**PROFESSIONAL SERVICES CONTRACT**

13. **HOLD HARMLESS AND INDEMNIFICATION:**

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County or its employees. Before beginning work, contract party shall file with the County a certificate from its insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must obtain and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes Comprehensive General Liability, Comprehensive Automobile Liability, Worker's Compensation, and Employer's Liability.

14. **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 a written instrument that has been executed or approved by the County Commission. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County, acknowledged by the Commission, and an amended agreement will be executed.

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

**PROFESSIONAL SERVICES CONTRACT**

16. **INSURANCE:**

The successful bidder will maintain insurance to protect himself and the County from claims under the Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, that 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 30-day written cancellation notice.**

Evidence of insurance will be furnished to the Purchasing agent no later than seven days after the Work Authorization/contract date. The successful bidder is also required to include the bid number on the evidence of insurance.

**Insurance Minimum Coverage:**

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

**General Liability:**

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

**Automobile Liability:**

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile, including hired and non-owned vehicles

**Workers Compensation and Employers Liability:**

\$100,000 - Limit each occurrence

**Umbrella Coverage:**

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

**Added Additional Insured by Endorsement:**

Jefferson County, Alabama

30-day written cancellation notice

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

**PROFESSIONAL SERVICES CONTRACT**

17. **COUNTY FUNDS PAID:** Bidder and the Bidder representative signed below certify by the execution of this Agreement that no part of the funds paid 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 Bidder 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.
18. **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 the County. Should the 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 subcontractor(s), including, but not limited to, regular payment of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications due to nonperformance.
19. **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.
20. **INVOICING:** Under the current subscriber service, the Bidder will be the residential customers directly.
21. **CONFIDENTIAL OR PROPRIETARY INFORMATION:** If the Contracting Party's response contains material noted or marked as confidential 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 the 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.



**PROFESSIONAL SERVICES CONTRACT**

22. **EMPLOYMENT OF COUNTY EMPLOYEES:** The Provider shall not solicit or employ currently active County employees for the work considered in this ITB. The Provider shall not employ former County employees for these services unless they have been separated from County service for at least 12 Months.
23. **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 it will notify the Purchasing Manager in writing should it come to 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 it nor any of 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 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.
24. **TAX:** Jefferson County is exempt from all tax. Provided, however, the 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.
25. **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.

**STATE OF ALABAMA)  
JEFFERSON COUNTY)**

**CONTRACT NO. 37-24-002**

**PROFESSIONAL SERVICES CONTRACT**

**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 Bidder**

**JEFFERSON COUNTY, ALABAMA:**

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

FOR REFERENCE ONLY

**PROFESSIONAL SERVICES CONTRACT – EXHIBIT A**

The Bidder will bill the customers directly. Currently, about 24,229 households participate in trash services. The County anticipates that the Bidder will send invoices to the customers quarterly.

**Subscriber Services – approximately 24,229 residences, Bidder bills residents**

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	Set Out Service (elderly and disabled customers)	1 time per week	\$	
4	Charge to Collect Additional 95-gallon Garbage Cart	1 time per week	\$	
5	Garbage Cart 95-gallon (additional)	Price Each, Lump Sum	\$	

FOR REFERENCE ONLY

**BOND FOR PAYMENT OF  
LABOR, MATERIALS, OR SUPPLIES STATE OF  
ALABAMA**

**JEFFERSON COUNTY RESIDENTIAL SOLID WASTE PICKUP SERVICES**

KNOWN ALL BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Jefferson County, Alabama in the penal sum of \_\_\_\_\_ for the payment of which sum, well and truly be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affirmed our seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PROVIDED HOWEVER, that the condition of this obligation is such that the above bound \_\_\_\_\_ have entered into a Contract with the said Jefferson County, Alabama, for the “**Residential Solid Waste Pickup Services**”. A copy of said Contract is attached hereto.

NOW THEREFORE, if said \_\_\_\_\_, as such Bidder shall faithfully and promptly make payment to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, if the said, as such Bidder shall fail to make prompt payment to all persons supplying him or them with labor, materials, or supplies, for or in the prosecution of the work provided for in such contract, the above bound \_\_\_\_\_, as Surety, shall be liable for the payment of such labor, materials, or supplies and for the payment of reasonable attorney’s fees incurred by successful claimants or plaintiffs in suits on said bonds as provided in Title 50, Section 16, Code of Alabama 1940, as amended, Recompiled 1958.

PROVIDED, further, that said Bidder and Surety hereby agree and bind themselves to the mode of service described in Title 50, Section 16, Code of Alabama 1940, as amended, Recompiled 1958, and consent that such service shall be the same as personal service on said Bidder or Surety.

Upon completion of said contract pursuant to its terms, if any funds remain due on said Contract, they shall be paid to said Principal or Surety.

The Director/County Engineer's decision on any question connected with the execution of said Contract or any failure or delay in the prosecution of the work by said Principal or Surety shall be final and conclusive.

The Proposal, Specifications, and Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, or Supplies executed under the provisions of Title 50, Section 16, Code of Alabama

1940, Recompiled 1958, are made a part of this obligation, and this instrument is to be construed in connection therewith.

WITNESS our hands and seals, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_  
(Title)

Witness: \_\_\_\_\_ (Name)                      \_\_\_\_\_ (Title)

By: \_\_\_\_\_  
(Surety)

Countersigned by Alabama Resident Agent for Surety:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

**BOND  
FOR PERFORMANCE OF THE WORK**

**STATE OF ALABAMA**

**JEFFERSON COUNTY  
RESIDENTIAL SOLID WASTE PICKUP SERVICES**

KNOWN BY ALL THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Jefferson County, Alabama in the penal sum of \_\_\_\_\_ for the payment of which sum, well and truly be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affirmed our seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PROVIDED, HOWEVER, that the condition of this obligation is that the above-bound has entered into a Contract with the said Jefferson County, Alabama, for the "Residential Solid Waste Pickup Services." A copy of said Contract is attached hereto.

NOW THEREFORE, in the event that said \_\_\_\_\_, as such Bidder, shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further that upon failure of the said \_\_\_\_\_, to promptly and efficiently prosecute said work, in any respect, in accordance with the Contract, the above bound \_\_\_\_\_, as Surety, shall take charge of said work and complete the Contract at their own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said County due under said Contract. Said Surety may, if they so elect, by written direction given to the Director/County Engineer authorize the Director/County Engineer to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agree and bind themselves to pay the expense of the completion of such work, less any funds in the hands of the County remaining due to above bound Bidder.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Director/County Engineer may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said Contract, Jefferson County shall have the authority to cause said to work to be done, and when the same is completed and the cost thereof estimated the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

Upon the completion of said Contract pursuant to its terms if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Director/County Engineer upon any question connected with the execution of said contract, or any failure or delay in the prosecution of the work by said principal or Surety, shall be final and conclusive.

The Proposal, Specifications, and the Contract hereinbefore referred to, and the Bond for the Payment of Labor, Materials, or Supplies executed under the Provisions of Title 50, Section 16, Code of Alabama 1940, as a part of this obligation, and this instrument is to be construed in connection therewith.

WITNESS our hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Bidder)

BY: \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Title)

Countersigned by Alabama Resident Agent for Surety:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)