

JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS – PRESIDENT
SANDRA LITTLE BROWN – PRESIDENT PRO TEMPORE
GEORGE F. BOWMAN
DAVID CARRINGTON
T. JOE KNIGHT

TONY PETELOS
CHIEF EXECUTIVE OFFICER

ENVIRONMENTAL SERVICES DEPARTMENT
Suite A300
716 Richard Arrington Jr. Blvd. N.
Birmingham, Alabama 35203
Telephone (205) 325-5496
FAX (205) 325-5981

June 12, 2015

RE: Jefferson County Residential Garbage, Trash and Recyclable Material Collection and Disposal Services

Prospective Bidders:

Jefferson County is soliciting bids for Jefferson County Residential Garbage, Trash and Recyclable Material Collection and Disposal Services for unincorporated Jefferson County. Attached are the Instructions to Bidders and a copy of the Agreement for Jefferson County Residential Garbage, Trash and Recyclable Material Collection and Disposal Services. Please review the attached documents and should your company decide to participate, please submit one (1) signed copy of the Instructions to Bidders (Bid Proposal) to Jefferson County by 10:00 am on Wednesday July 8, 2015.

Each Bid Proposal must be filed in a sealed envelope, together with the Bid Proposal Guaranty, and received by the Owner in hand at the Commission Chambers, Room 270, Courthouse, Birmingham, Alabama, within the time limit for receiving Bid Proposals as stated above and in the Notice to Bidders. Any Bid Proposal mailed must have the Bid Proposal Form enclosed in the bid envelope and further placed in an additional mailing envelope clearly marked on the outside, "Bid Proposal Enclosed". Bidder may mail Bid Proposal at their own risk to Environmental Services Department, Attention: Tonya Kelley, Suite A-300, 716 Richard Arrington Jr. Blvd. North, Birmingham, Alabama, 35203. The Owner will not be responsible for Bid Proposals mailed. Bid Proposals filed after the scheduled date and time of receiving Bid Proposals will not be considered and will be returned to the sender unopened.

Should you have any questions regarding this request, please submit via email to tkelley@jccal.org.

Sincerely,

Tonya Kelley
Environmental Services Department
Jefferson County, Alabama

Attachments:

Notice to Bidders
Instructions to Bidders
Agreement for Jefferson County Residential Garbage, Trash and Recyclable Material Collection and Disposal Services

NOTICE TO BIDDERS

Sealed Bid Proposals will be received by the Environmental Services Department, Jefferson County, Alabama, in Room 270, Commission Chambers, Courthouse, Birmingham, Alabama, until **10:00 A.M.** local time on **Wednesday, July 8, 2015**, and then publicly opened and read for Jefferson County Residential Garbage, Trash and Recyclable Material Collection and Disposal.

It is the intent and purpose of this bid to enter into a written contract for the efficient, healthful and aesthetic operation of collection, hauling and disposal of non-hazardous and non-infectious solid waste for residents and curbside recycling of recyclable household materials within unincorporated Jefferson County, Alabama.

The Instructions to Bidders and a copy of the Agreement for Jefferson County Residential Garbage, Trash and Recyclable Material Collection and Disposal are on file for inspection in the office of the **Environmental Services Department, 716 Richard Arrington Jr. Boulevard North, Suite A300, Birmingham, Alabama 35203**. Complete sets of these Contract Documents may be obtained from Jefferson County Environmental Services Department, **716 Richard Arrington Jr. Boulevard North, Suite A-300, Birmingham, Alabama 35203, (205) 214-4026 or (205) 325-5496**.

NO BID PROPOSAL SHALL BE ACCEPTED AFTER THE TIME STATED FOR RECEIVING BID PROPOSALS IN THIS NOTICE. ENVELOPES CONTAINING CONTRACTOR'S BID PROPOSALS MUST BE SEALED AND PLAINLY MARKED "JEFFERSON COUNTY RESIDENTIAL GARBAGE, TRASH AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL". THE NAME AND ADDRESS OF THE FIRM SUBMITTING THE BID SHALL ALSO BE PROMINENTLY DISPLAYED ON THE ENVELOPE.

The Contractor is hereby advised that a Pre-Bid Conference will be held at the Shades Valley Training Facility, 1331 Oak Grove Road, Birmingham, Alabama, on **Wednesday, June 24, 2015 at 2:00 pm**. This Pre-Bid Conference is **MANDATORY** for all contractors planning to submit a Bid Proposal on this project.

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 or from any other sources.

The County shall require the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. As part of the bid submittal, the Bidder will be required to furnish the following information:

- A. A copy of the latest available certified financial statement certified by a nationally recognized firm of independent certified public accountants.

- B. Evidence that the Bidder is in good standing under the laws of the State of Alabama, and in the case of corporations organized under the laws of any other State of Alabama, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Alabama and Jefferson County or a sworn statement that it will take all necessary action to become so licensed if its Bid is accepted.
- C. Evidence, in form and substance satisfactory to County, that Bidder has been in continuous existence as a going concern for in excess of five (5) years or more and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, which will ensure their ability to maintain operations under all conditions. Also, Bidder possesses not less than five (5) years actual operating experience as a going concern in recyclable materials collections.
- D. Evidence, in form and substance satisfactory to the County, that Bidder's experience as a going concern in refuse collection and disposal is derived from operations of comparable size to that contemplated by the Contract Documents.
- E. Evidence, in form and substance satisfactory to the County, that Bidder is licensed and permitted to transport and dispose of non-hazardous solid waste.
- F. All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by the specifications. No contract will be awarded to any bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, and equipment that is no older than seven (7) years to conduct and complete the collection, hauling and disposal services in strict accordance with the Contract Documents for this Bid. The decision of the County will be final.
- G. List of entities of comparable size for which the Contractor is currently providing a similar service.
- H. List of equipment, including quantity, year, make and model, that the Contractor proposes to use fulfilling the contractual obligations if Contractor receives award of this bid.


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

- A. Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.

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

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

BY: _____


David Denard
Director of Environmental Services
Jefferson County, Alabama

CONTRACT INSTRUCTIONS TO BIDDERS

Jefferson County Residential Garbage, Trash and Recyclable Materials Collection and Disposal

INTENT AND PURPOSE

It is the intent and purpose of this bid to enter into a written contract for the efficient, healthful and aesthetic operation of collection, hauling and disposal of non-hazardous and non-infectious solid waste for residents and curbside recycling of recyclable household materials within unincorporated Jefferson County, Alabama ("the County"). Such services to be rendered beginning October 1, 2015 through September 30, 2018.

INSTRUCTION TO BIDDERS

All bidders hereunder must furnish at the time of bid submission satisfactory evidence of the following items to the County in order for their bid to be considered.

1. Evidence that Bidder has been in continuous existence and has provided residential curbside solid waste collection services for the past five (5) years or more.
2. Evidence that Bidder has experience providing residential curbside solid waste collection service for a period of five (5) years or more in the State of Alabama pursuant to the regulations of proper authorities, which will ensure their ability to maintain operations under all conditions.
3. Bidder is licensed and permitted by proper authorities to transport and dispose of non-hazardous and non-infectious solid waste, including special waste in Jefferson County and the State of Alabama. Contractor must qualify for and receive all permits within thirty (30) days after award of this bid by the County and prior to start of service.
4. Bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required by these specifications.

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

DELIVERY OF BID PROPOSAL

Each Bid Proposal must be filed in a sealed envelope, together with the Bid Proposal Guaranty, and received by the Owner in hand at the Commission Chambers, Room 270, Courthouse, Birmingham, Alabama, within the time limit for receiving Bid Proposals as stated in the Notice to Bidders. Any Bid Proposal mailed must have the Bid Proposal Form enclosed in the bid envelope and further placed in an additional mailing envelope clearly marked on the outside, "Bid Proposal Enclosed". Bidder may mail Bid Proposal at their own risk to Environmental Services Department, Suite A-300, 716 Richard Arrington Jr. Blvd. North, Birmingham, Alabama, 35203. The Owner will not be responsible for Bid Proposals

mailed. Bid Proposals filed after the scheduled date and time of receiving Bid Proposals will not be considered and will be returned to the sender unopened.

LEGAL CONDITIONS

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

BID BOND

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

The contract shall be deemed as having been awarded upon the vote of resolution of the Jefferson County Commission, and formal notice of such award shall be made by the County Manager to the successful bidder. The Bidder to whom the contract shall be awarded will be required to execute five copies of the contract on the form attached hereto or such form as may be mutually agreed upon by the County Commission. The selected bidder's refusal or failure to enter into a contract within thirty-days of receipt of formal notice of award may be considered abandonment of all rights and interest in the award, and the Bid Bond may be declared forfeited to the County as liquidated damages. The award may then be made to the next best qualified Bidder or the work re-advertised for proposals, as the County may elect. Bid Bonds will be returned promptly (1) after the County and selected bidder have executed contract; or (2) if no proposal has been selected within (90) days after the date of the opening bids, upon demand of the Bidder, and anytime thereafter so long as it has not been notified of the acceptance of its bid. Each bid must also be accompanied by a certificate of insurance evidencing the coverages set forth.

PERFORMANCE BOND

The party to which the Contract is awarded ("Contractor") shall furnish to the County a performance bond or an irrevocable bank letter of credit for the faithful performance and obligations arising out of this bid and the Contract in an estimated amount equal to one hundred percent (100%) of the annual contract amount for the first twelve (12) month period of the Contract, said performance bond or letter of credit to be renewed on an annual basis thereafter during the entire term of the contract or any renewal thereof. The performance bond shall be executed by a Surety Company which is satisfactory to the County and is a duly licensed corporate surety authorized to do business in the State ("Surety"). A letter from the Surety, signed by an authorized representative of the Surety and accompanied by a certified and effectively dated copy of an appropriate power of attorney, shall be attached to the bid stating the bidder can obtain said performance bond. If a letter credit is to be used

instead of a performance bond, there shall be attached to the bid a letter signed by an authorized representative of the bank, stating that the bank will issue the necessary letter of credit if the bid is awarded to that bidder. The premium for the bonds or charges for the letter of credit shall be paid by the Contractor. A certificate from the Surety showing that the bond premium has been paid in full shall accompany the performance bond when it is issued. The Surety will be responsible for any default by the Contractor.

CONDITIONS

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

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

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

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

ADDENDA

Additional information and clarification desired by a prospective Bidder shall be requested of the County Manager in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such information or clarification shall be in writing addressed to the County Manager at his address. Any verbal statement regarding same by any person prior to the award shall be unauthorized and not binding.

Addenda issued to Bidders prior to date of receipt of Proposal shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

COMPENTENCY 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 reserves that right to determine the competency and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from any other sources.

The County shall require the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. As part of the bid submittal, the Bidder will be required to furnish the following information:

- A. A copy of the latest available certified financial statement certified by a nationally recognized firm of independent certified public accountants.

- B. Evidence that the Bidder is in good standing under the laws of the State of Alabama, and in the case of corporations organized under the laws of any other State of Alabama, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Alabama and Jefferson County or a sworn statement that it will take all necessary action to become so licensed if its Bid is accepted.
- C. Evidence, in form and substance satisfactory to County, that Bidder has been continuous existence as a going concern for in excess of five (5) years or more and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, which will ensure their ability to maintain operations under all conditions. Also, Bidder possesses not less than five (5) years actual operating experience as a going concern in recyclable materials collections.
- D. Evidence, in form and substance satisfactory to the County, that Bidder's experience as a going concern in refuse collection and disposal derived from operations of comparable size to that contemplated by the Contract Documents.
- E. Evidence, in form and substance satisfactory to the County, that Bidder is licensed and permitted to transport and dispose of non-hazardous solid waste.
- F. All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by the specifications. No contract will be awarded to any bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, or equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the Contract Documents for this Bid. The decision of the County will be final.
- G. List of entities of comparable size for which the Contractor is currently providing a similar service.
- H. List of equipment, including quantity, year, make and model, that the Contractor proposes to use fulfilling the contractual obligations if Contractor receives award of this bid. Equipment shall not be older than seven (7) years

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

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

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

DISQUALIFICATIONS OF BIDDERS

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

- A. Evidence of collusion among Bidders.
- B. Lack of competency as revealed by financial statements, experience or equipment statements as submitted or other factors.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Any other reasonable, non-discriminatory reason.

BASIS OF PROPOSAL

Proposals for garbage collection and related services shall be based on a monthly per unit rate for the following frequencies of collection unless otherwise stated:

Residential I: Household waste collection-One (1) (minimum 95 gallons) container with the frequency of One (1) time per week curbside \$ _____ per month

Residential II: Household waste collection-One (1) (minimum 95 gallons) container with the frequency of two (2) time per week curbside \$ _____ per month

Residential III: \$ _____ per month (once per week)
(Rear of Unit Service) \$ _____ per month (twice per week)
Container(s) provided by contractor. Volume of container must be approved by Jefferson County.

Residential IV (Yard Waste): Yard waste collection- Yard and grass clippings, dry leaf rakings placed in plastic bags, tree branches, trimmings no to exceed three (3) inches in diameter or forty-eight (48) inches in length, branches shall be bundled and tied in individual bundles, and bags no to exceed fifty (50) pounds with the frequency of One (1) time per week curbside and shall be picked up with the garbage, \$ _____ per month

Recyclable Materials: \$ _____ per month with the frequency of One (1) time bi-weekly. To be picked up with garbage.

Additional Container:

95 Gallon Cart \$ _____ Unit Price
32 Gallon Cart \$ _____ Unit Price

Proposals shall state unit prices separately for single-family residences including condominiums and townhomes. The rate as written out in words in the Proposal shall govern over any inconsistent rates set out in numbers and any errors found will be corrected by the County.

QUANTITIES

The County estimates that the number of Residential Units to be initially serviced under the Contract is as follows:

Single Family Residence is estimated at approximately 20,800 (As of April 2014)

Future growth in the County due to de-annexations or new homes being built shall become a part of this contract.

AWARD OF CONTACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible and acceptable bidder, provided a satisfactory bid has been received. The County reserves the right not to accept any Proposals or to reject any or all Proposals or waive any formality in any bid. In particular, any alternation, erasure or interlineations of the Contract Documents of the Proposal may subject the Proposal to rejection by the County. The award of the bid for Residential Garbage and Related Services will be based on the rate for Garbage Residential I collection as described in the Basis of Proposal. The Jefferson County Commission intends that the Contract shall be awarded within sixty (60) days following the date that Proposals are publicly opened and read.

CUSTOMER BILLING

Customer billing and collection offices shall be the responsibility of the Contractor on a quarterly basis.

PRE-BID

The Contractor is hereby advised that a Pre-Bid Conference will be held at the Shades Valley Training Facility, 1331 Oak Grove Road, Birmingham, Alabama, on Wednesday, June 24, 2015 at 2:00 pm. This Pre-Bid Conference is MANDATORY for all contractors planning to submit a Bid Proposal on this project.

THE UNDERSIGNED OFFERS THESE PRICES, TERMS AND DELIVERY AS PER BID SPECIFICATIONS:

NAME OF COMPANY: _____

BY (Please Print): _____

SIGNATURE: _____

ADDRESS: _____

PHONE: _____

Email Address: _____

(If Applicable)

BIDS SUBMITTED ARE FIRM AND NO CLAIMS FOR ERRORS WILL BE MADE AFTER BIDS ARE OPENED AND SUBSEQUENT THERE OF.

Sworn to and subscribed before me this

the _____ day of _____, _____.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

This AGREEMENT, made this the _____ day of _____, 20__ by and between Jefferson County, Alabama, as Party of the First Part, hereinafter referred to as the County, and _____ as Party of the Second Part, hereinafter referred to as the County.

WITNESSETH

WHEREAS, the Jefferson County Commission of Jefferson County, Alabama, recognizes that it is desirable that adequate provisions be made for regular and efficient collection of garbage, domestic rubbish, garden rubbish and recyclable material (as defined herein) in certain areas within the jurisdiction of the Jefferson County Commission, in order that the health of the citizens of the County be protected and that the general welfare of the County be advanced; and

WHEREAS, the COLLECTOR hereby applies to the COUNTY for an exclusive for the collection and disposal of garbage, domestic rubbish, garden rubbish and recyclable material in unincorporated area of Jefferson County; and

NOW, THEREFORE, in consideration of these premises and for other good and valuable non-monetary consideration, the receipt whereof is hereby acknowledged by each party hereto from the other and in consideration of the premises, agreements and covenants herein made and set out, the County and the Contractor promise, agree, and covenant with the other as follows:

Section 1. Definitions

- A. **"County"** means 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 them, as the case may be.
- B. **"Contractor"** shall mean the individual, firm, partnership, or corporation selected by the Owner as the successful Bidder who has become a party to the Contract, and his duly authorized representatives for performance of prescribed Work.
- C. **"Contract Documents"** shall include the Contract, Proposal Form completed by the Contractor, Bid Bond, Request for Bids, Instructions to Bidders, Performance Bond, Notice to Proceed and all Contract Addenda.

- D. **"Garbage"** shall mean all solid or semi-solid refuse subject to decay or putrefaction, tin cans, bottles, paper and all waste of animal or vegetable matter, all bagged yard debris, except: (1) large appliances, heavy furniture, materials that will not fit into a 95 gallon cart; (2) infectious medical waste; (3) trees, wallpaper, roofing material, plaster, concrete blocks, or other substances that may accumulate as a result of the clearing of lots or lands, or of the repairs to or construction of buildings undertaken and performed by licensed contractors; and (4) waste or refuse which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or which cannot be lawfully disposed of at a sanitary landfill without special treatment or handling.
- E. **"Garden rubbish"** shall mean normal accumulation of grass cuttings, shrubbery, vines and tree trimmings, hedge clippings, leaves, pine straw, and similar material, excluding large quantities of sod, dirt, or other materials requiring special handling, such as tree sections larger than four (4) feet in length of six (6) inches in diameter.
- F. **"Health Department"** shall mean the State, City or County Health Department having jurisdiction over the particular activity or geographical area involved.
- G. **"Owner"** shall mean Jefferson County Commission, Jefferson County, Alabama its successors, assigns or designees.
- H. **"Trash"** shall mean non-putrescible combustible and non-combustible solid wastes, including tree limbs (except trees and limbs which are so large as to be incapable of being handled by the equipment contemplated for use under this contract), old furniture, mattresses, bed springs, small debris, non-putrescible solid waste, cloth, paper, cardboard, cardboard boxes, tin cans, glass, crockery, metals and other similar materials excluding a) an item weighing 700 pounds; b) an item over eight (8) feet long; and c) an item excepted in the definition of "Garbage" herein.
- I. **"Recyclable Materials"** -shall mean newsprint, aluminum and bi-metal cans; brown, clear and green glass and jars; HDPE clear plastic milk jugs and PET plastic soft drink containers, cardboard and cardboard boxes including certain food packaging made of light cardboard materials, shoe boxes, and all household and office paper products (i.e. office paper, computer paper, magazines, phone books, envelopes, file folders, junk mail) excluding (1) paper towels and tissue products and (b) food containers that have come in direct contact with food. Contractor may add other recyclable materials as desired.
- J. **"Residence"** shall mean an occupied dwelling (whether a single family home or a condominium, or townhouse) within unincorporated Jefferson County.
- K. **"SFR"** shall mean single-family residence.
- L. **"Solid Waste Disposal Facility"** shall mean municipal solid waste landfills, and municipal solid waste transfer stations owned by the Jefferson County Commission, leased and operated by Santek Waste Services, Inc. and licensed under the laws of the State of Alabama.
- M. **"State"** shall mean the State of Alabama.

Section 2. Scope of Work

- A. *Garbage.*** It shall be the duty of the Contractor to collect and deposit at a Solid Waste Disposal Facility (as defined above) all residential garbage and trash as defined above generated within unincorporated Jefferson County. The Contractor shall pay all fees and charges established by the disposal site operator.

If the Contractor's account for use of Jefferson County facilities becomes delinquent, this agreement may be canceled by the County.

The Contractor shall furnish to the County all routes and schedules and notify the County of any changes in routing structure, equipment or other services performed or made.

The Contractor shall use enclosed vehicles to pick up containerized or bagged residential Garbage located at either curbside or at the rear of the dwelling or residential and return containers to their previous location with lids on as herein provided within the limits as specified in this contract a minimum of One (1) time per week, Monday through Friday, fifty-two (52) weeks per year.

- B. *Trash.*** The Contractor shall collect all items of trash as defined above which are located at the curbside of each Residence in unincorporated Jefferson County a minimum of One (1) time per week. Monday through Friday, fifty-two (52) weeks per year.

Contractor will not be required to pick up trees, construction material, roofing material, plaster, concrete, concrete blocks, or other substances that may accumulate as a result of the clearing of lots or land, or of the repairs to the construction of buildings undertaken and performed by licensed contractors.

The Contractor will not be responsible for quantities of trash for any one Residence in excess of ten (10) cubic yards per pick up. Quantities in excess thereof will be collected on subsequent trips.

- C. *Recyclable Materials.*** The Contractor shall collect recyclable materials as defined above located at the curbside of each residence in unincorporated Jefferson County. The recyclable materials may be commingled at curbside and shall be placed in containers supplied by the Contractor. Recyclable materials shall be collected as commingled and later sorted and separated at a facility designed specifically for that purpose. The Contractor shall collect such materials one (1) time bi-weekly, Monday through Friday, twenty-six (26) weeks per year. Recyclable should be picked up in enclosed trucks designed specifically for recycling. Trailers are not acceptable.

The Contractor, pursuant to this Contract, shall be responsible for transporting all recyclable materials to central processing facilities where all materials will be recycled. All proceeds from the sale of the materials shall be the property of the Contractor. The Contractor shall report quarterly to the County Manager the tonnage of recyclables, which are collected and disposed. Recyclables will not be taken to any landfill under any circumstances.

- D. **Holidays.** Contractor shall not be required to collect garbage, trash, or recyclable materials on the eight (8) following holidays: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day provided the number of scheduled pickups shall be maintained in each respective week. If a normally scheduled pick-up falls on one of the above holidays, collections shall be on the following work day.
- E. If for any reason, the regular pickup days for solid waste are changed, the Contractor shall, at the Contractor's expense, mail or otherwise provide notice by customer preference each resident information concerning the days on which garbage and trash will be collected from the resident's dwelling. Thereafter, should the Contractor change the schedule of any collection days for garbage and trash the Contractor must inform the customers at least thirty (30) days in advance of the proposed change. Other means of notification may be approved by the County Manager prior to use.
- F. **Hours.** The collection described herein shall be between the hours of 7:00 A.M. and sunset, not to exceed 7:00 p.m., Monday through Friday, as established by the National Weather Service. If the collection is not completed by sunset, collection will be completed the following day.
- G. **Annexation** - The parties hereto agree that any contiguous areas added to unincorporated portions of the County during the terms of this contract shall be included within the service area for Garbage, Trash, and Recyclable Materials, by the Contractor at the same per unit charge as the Proposal.
- H. **Waste Disposal Sites and Fees** - The Contractor shall dispose of all garbage, domestic rubbish and garden rubbish at solid waste disposal facilities owned by the Jefferson County Commission and operated by Santek Waste Services, Inc. The Contractor shall pay fees and charges establish by the disposal site operator, but shall not exceed standard published rates.

The Residential Unit fee shall be adjusted in the event the Gate Fee at the Jefferson County owned disposal facilities are adjusted. This adjustment shall be equal to ten cents (\$0.10) per Residential Unit per month for each one dollar (\$1.00) per ton that the Gate Fee at the disposal facilities increases. This adjustment is limited to one (1) time per year.

Section 3. Contractor's Relation to the County: Area and Term

- A. *Independent Contractor.*** It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to the work provided for herein and is, in no respect, an agent, servant or employee of the County.

This contract shall not be sublet or assigned except with the written consent of the County. No such consent shall be construed as making the County a party of such assigned contractor approved, or subject said County to liability of any kind to any subcontractor. Further, the County reserves the right to terminate this contract upon sixty (60) days notice in the event the Contractor makes a substantial change in its corporation structure or its ownership without the written approval of the County. The County shall not unreasonable withhold any consent requested hereunder.

- B. *Terms and Renewal.*** The Contractor shall have the right to collect garbage, trash, garden rubbish and recyclable material in Unincorporated Jefferson County and they shall collect residential garbage, trash, garden rubbish and recyclable materials from those owners requesting such service on a regular scheduled basis, as hereinafter set out in the Contract, and actively solicit business from all household therein. It is not the intent of the County to solicit or administer a separate contract for similar services.

This agreement shall begin on _____ and terminate upon revocation of the collection permit issued by the Health Department, or on _____ or upon action by the County Commission for violation of any of the duties as set out herein, whichever may occur first. This agreement may be renewed by the County and the Contractor for an additional three (3) year term by mutual consent, in writing, on the terms and conditions contained therein and from year to year thereafter.

This contract is subject to any restrictions, limitations, and conditions placed on the County's contractual authority by State law.

- C. *Permits, Licenses, Bonds and Insurance.*** The Contractor shall have obtained all necessary permits, licenses, bonds or insurance as required by this contract or any other governmental board or agency within time limits prescribed herein except that all such items shall be obtained within thirty (30) days of execution of this Agreement and prior to beginning of service. The Contractor shall not be authorized to collect solid waste under this agreement until these requirements have been satisfied.

Section 4. Termination of Contract

A. Termination of Contract for Breach. The County shall, after written notice to the Contractor, have the right to terminate this agreement for cause. Such cause shall include but not be limited to violation or failure to fulfill any provision of this agreement. Before issuing such notice of termination to the Contractor, the County shall notify the Collector by registered mail or personal service to the office of the Contractor, of the specific deficiencies amounting to such cause and of the County's intention to terminate this agreement. The Contractor shall have fifteen (15) days from delivery of said notice to respond to the specific deficiencies stated in the letter of notice. Fifteen (15) days after notice is given, if no effective effort has been made by the Contractor to correct the conditions for which complaint is made, the OWNER may declare the Contract terminated and will notify the Contractor accordingly.

Provided however, the County shall have the right to terminate this agreement without any prior notice upon cessation of performance or apparent cessation of performance of this agreement by the Contractor, or upon direction by the County health officer.

Upon termination for cause the County shall have the right to invoke the remedies of the Contractor's performance bond or other approved surety agreement.

Upon such termination by the County the Contractor shall immediately provide the County with a certified list of all current customers and a statement identifying those customers who have prepaid garbage pick-up fees. Failure to refund all of the prepaid fees within ten (10) days of termination of this agreement by the County shall constitute a ground of default of the Contractor's performance bond, payment bond or other approved surety agreement and the County shall have the right to invoke the remedies thereof.

B. Termination or Abandonment. The County shall have the right to abandon or terminate this contract or to amend the contract at any time, and such action shall, in no event, be deemed a breach of contract.

The County has the right to terminate this contract at its sole discretion upon ten (10) days written notice to the Contractor and no consideration will be given to profit which the Contractor might have made on the uncompleted portion of the agreement.

Section 5. Alabama Code Section 31-13-9.

A. 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.

Section 6. Quality of Services: Laws, Methods, Default, Penalties, Governing Law/Dispute Resolution

A. Office and Telephone. The Contractor shall maintain a toll free telephone number to be operated in person, Monday through Friday 8:00 A.M. to 5:00 P.M., except for the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The Contractor shall maintain, at its costs, a telephone line listed in the name in which it does business at the Contractor and it shall provide full-time, live (not recorded), answering service during the times and days referred to hereinbefore. The Contractor shall provide an adequate number of telephone lines so that under normal circumstances, there will be no unreasonable delays to residents trying to contact the Contractor. Messages left with the answering service shall be responded to within the same business day unless the call is received after 4:00 PM in which case the call shall be responded to the next business day by 12:00 PM. Messages received on weekends and/ or holidays shall be responded to the next business day.

The Contractor shall provide and maintain adequate and competent supervision during the progress of the work. The Contractor will provide a resident manager, who will be in charge of the work. All directives given to the Contractor or Resident Manager by the County, when consistent with the provisions of the contract, shall be binding upon the Contractor. The Contractor shall further maintain continuous observation of the services performed under the contract.

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

C. Method of Collection. Garbage may be transferred from a container of a residence into leak-proof containers used by the Contractor when carrying garbage to collection trucks. Such transfer, however performed, shall be done in a sanitary manner and the Contractor shall pick up any material spilled in making such transfer. Collection of Garbage shall be made from the

place where Garbage cans are located on the property. All areas around garbage cans shall be left free from any refuse spilled during the collection. Containers picked up at the rear of any dwelling or residence shall be returned to the rear with lid in place and under no circumstances will be left at the curb. Workers and truck shall be on the same street at the same time, and no stockpiling of garbage shall be permitted. The Contractor shall not be responsible for cleaning up unsanitary conditions around the refuse containers caused by negligence or carelessness of the tenant or occupant. Care shall be taken by employees of the Contractor to prevent damage to containers by unnecessary rough treatment. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by dogs in order to accomplish the work provided for herein in any case where such animals are allowed to roam at large. The Contractor shall not be required to enter fenced areas or into basements for the purpose of performing the work provided herein.

Collection of trash and Recyclable Materials shall be made from the place where trash, or as the case may be, Recyclable Materials, are located on the property at curbside and no more than four (4) feet from the curb of the roadway or alley. Further, if containers or bins are used, they shall be replaced in such a manner as not to block driveways or mailboxes. Space about the containers or bins shall be left free from any trash or recyclable material spilled during the collection.

The Contractor shall use only personnel who are qualified to perform the work required herein and shall require its employee to serve the public in a conscientious manner. The Contractor shall furnish to the County a route sheet, customer list, and the collection day of residential accounts serviced by the Contractor at a minimum frequency of once per quarter. The Contractor shall notify the County and customer in writing of any changes prior to the effective date of the change. No changes shall be made unless coordinated with a billing cycle.

The Contractor agrees that unless promoted, transferred to another operating location not serving Jefferson County, terminated, disciplined or requested to be removed by the County, that the Contractor will permanently assign a driver to each route within the County and leave said driver on that route. The Contractor shall provide and maintain adequate and competent supervision during the progress of the work an onsite supervisor who will be in charge of the work to represent the Contractor, and all directives given to him by the County when in accordance with the provisions of this contract shall be binding upon the Contractor.

- D. **Penalties.** The Contractor shall make every reasonable effort to provide high quality service and have no unresolved complaints. Because of the costs incurred by the County in administering and responding to unresolved complaints and unfulfilled requests, the Contractor shall pay the County the sum of Two Hundred Dollars (\$200.00) for each complaint or request not satisfied by the Contractor within twenty-four (24) hours after receipt of notification

thereof by the County. If there are more than two (2) complaints at the same residence within the same month, the County may double the penalty to Four Hundred Dollars (\$400.00) at the County's discretion, notwithstanding the 24 hour time period. The Contractor will be notified by the County Manager's office. Penalties shall apply to garbage, trash, garden rubbish, recycling and cart delivery

- E. **Contractor's Personnel.** The Contractor shall use only personnel who are qualified to perform the work required herein and shall require its employees to serve the public in a courteous, helpful and impartial manner. All work under this contract shall be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and all services performed shall be subject to inspection and approval by the County.

- F. **Default.** In the event the Contractor fails to perform the work as described in this contract or neglects or refuses to comply with any of the other provisions of this contract, or in the event the Contractor willfully, knowingly, or repeatedly violates any ordinance of the county or any of the laws of the State of Alabama or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or refuse, the County may give notice to the Contractor at its local office address, and the failure of the contractor to remedy or correct such unsatisfactory condition within three(3) days from the date of mailing of such notice shall constitute a default herein.

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

- G. **Governing Law/Dispute Resolution.** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material 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, without giving effect to the conflict of laws rules thereof. The parties agree that

jurisdiction and venue over all disputes arising under this Agreement shall be in the Circuit Court of Jefferson County Alabama, Birmingham Division.

Section 7. Assignments, Transfers and Subcontractors

- A. **Assignment or Transfer.** No portion of this contract, or compensation due, may be sold, assigned, or transferred to a third party without the express written consent of the OWNER, its successors or assigns. Any attempt to assign this contract without the written consent of the OWNER is null and void. Should the Contractor assign any part of any compensation due or to become due under this Contract, the form of assignment shall contain a clause of such wording that the Contractor agrees that the right of the assignee to any monies due or to become due to the Contractor shall be subject to prior valid claims of all persons, firms, and corporations for service rendered or materials supplied for the performance of work under this Contract.
- B. **Subcontracts.** No part of the Contract shall be sublet without the prior written approval of the County.

Section 8. Equipment

- A. The Contractor will provide sufficient mechanical equipment to maintain regular schedules of collections and to fully perform this contract. All equipment shall be no older than seven (7) years and shall be maintained in good condition throughout the duration of the contract. Failure to furnish uninterrupted service as scheduled may subject the Contractor to cancellation of this agreement by the County and forfeiture of the performance bond.
- B. Trucks or other vehicles engaged in the business or hauling garbage, domestic rubbish, garden rubbish or recyclable materials shall be so covered, secured or sealed that there will be no loss of contents during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. Said trucks or vehicles shall be approved by the Health Department and shall be properly marked with identification as set out in Health Department regulations.
- C. All solid waste collection and/or transfer equipment shall be operated, cleaned and stored in a manner approved by the Health Department.
- D. All trucks shall be equipped with telecommunication equipment. Contractor shall provide a piece of telecommunication equipment with automatic dumpers for the handling of carts. Recyclables should be picked up in trucks designed specifically for recycling. Trailers are not acceptable. The Contractor shall keep and retain sufficient back-up equipment available to replace equipment that requires maintenance or service.

- E. County staff may also evaluate equipment used by the Contractor and shall resolve any questions regarding proper equipment through the local Health Department. Failure to provide adequate equipment, or improper use of said equipment, may subject the Contractor to cancellation of this agreement by the County and forfeiture of the performance bond.
- F. All equipment used in unincorporated Jefferson County shall be dedicated to Jefferson County and shall not be scheduled for regular service to any other customer.

Section 9. Collection Service and Approved Containers

- A. **Residential I** – the Contractor shall collect residential garbage once per week from each residential unit within the service area. Residential garbage shall be placed by the Customer at curbside or on a public road readily accessible by the Contractor during collection hours in one (1) minimum ninety-five (95) gallon roll-out cart which shall be provided by the Contractor and two (2) thirty-two (32) gallon or smaller leak proof and animal proof containers provided by resident.
- B. **Residential II** – the Contractor shall collect residential garbage twice per week from each residential unit within the service area. Residential garbage shall be placed by the Customer at curbside or on a public road readily accessible by the Contractor during collection hours in one (1) minimum ninety-five (95) gallon roll-out cart which shall be provided by the Contractor and two (2) thirty-two (32) gallon or smaller leak proof and animal proof containers provided by resident.
- C. **Residential III**– For residents requiring back door service due to a local covenant, ordinance, or Jefferson County resolution, the Contractor shall provide backdoor garbage collection service, twice per week. Contractor shall also provide backdoor garbage collection service, twice per week to elderly, disable or others, who do to unordinary circumstances, might encounter an extreme hardship in getting refuse to the curbside. The Contractor may require proof of disability from a physician in the case of disability. In the event of a question or whether rear-of-residence service should be provided, County Manager shall make any final decision. Residential garbage shall be place by the Customer at the backdoor readily accessible by the Contractor during the collection hours in three (3) thirty-two (32) gallon leak proof and animal proof containers provided by the Contractor.
- D. **Residential IV (Yard Waste)** – the Contractor shall provide once per week pick up and disposal services for yard and grass clippings, dry leaf rakings placed in plastic bags, tree branches, and trimmings no to exceed three (3) inches in diameter or forty-eight (48) inches in length which shall be placed by the Customer at the curbside. The branches shall be bundled and tied in

individual bundles and bags not to exceed fifty (50) pounds. This waste shall be picked up with the residential garbage collection. This service shall be at the Customer's option.

- E. **Extra Service** - Requests for pickups of large items such as appliances, furniture, tree sections, sod, lumber or other items not defined in this agreement as "garbage", "domestic rubbish", "garden rubbish" or "recyclable materials" shall be considered as requests for special pickup services and the charges for such special services are not included in the fees set out in this agreement, but shall be agreed upon by the person requesting such service and the COLLECTOR prior to the service being provided.

Section 10. Carts

- A. **Garbage/Trash Carts – MSD 95 Gallon.** The Contractor will provide a minimum of one (1) MSD 95-gallon plastic molded refuse cart per dwelling based on the service level chosen by the resident at no additional cost. The Contractor will provide additional MSD 95-gallon plastic molded refuse carts, as requested, at the cost indicated on the Proposal Form. The Contractor will assemble cart and deliver to the resident by the next business day, and maintain carts at no additional charge.
- B. **Garbage/Trash Carts – MSD 32 Gallon.** The Contractor will provide three (3) MSD 32-gallon plastic molded refuse cart per dwelling based on the service level chosen by the resident at no additional cost. The Contractor will provide additional MSD 32-gallon plastic molded refuse carts, as requested, at the cost indicated on the Proposal Form. The Contractor will assemble cart and deliver to the resident by the next business day, and maintain carts at no additional charge.

Failure to deliver carts by the next business day will result in penalties as specified in *Section 6. Quality of Service: Laws, Methods, Default, Penalties, Governing Law/Dispute Resolution – Subsection D Penalties.*

C. 95 Gallon Cart Specifications

Cart shall meet minimum qualities and characteristic of MSD-95 gallon cart manufactured by Otto Industries, Incorporated, or equal. Cart body shall be highly-density polyethylene plastic body. Container body shall be completely sealed without any open areas and have two rubber wheel assemblies. Cart shall be designed for manual or semi-automated bar lifter systems. Cart lid shall be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off. Cart body shall be sequentially numbered with permanent hot-stamped 1 ½" high white numbers on front of cart body. Carts shall be non-facing, ultraviolet stabilized green for refuse and blue for recyclable

materials. Dimensions should be approximately 26" wide, 33" deep and 46" tall. Load rating should be approximately 200 pounds.

D. 32 Gallon Cart Specifications

Cart shall meet minimum qualities and characteristics of MSD-32 gallon cart manufactured by Otto Industries, Incorporated, or equal. Cart body shall be high-density polyethylene plastic body. Container body shall be completely sealed without any open area and have two rubber wheel assemblies. Cart shall be designed for manual or semi-automated bar lifter systems. Cart lid shall be attached securely to the body and fit closely on top and rim of cart. Lid should be domed to facilitate water run-off. Cart body shall be sequentially numbered with permanent hot-stamped, 1 ½" high white numbers on front of cart body. Carts shall be non-fading, ultraviolet stabilized green. Dimensions should be approximately 19" wide, 24" deep and 38" tall. Load rating should be approximately 125 pounds.

E. Cart Warranties

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

- Failure of the lid to prevent rainwater from entering container when closed on the container's body.
- Failure of the lid and/or container body to prevent penetration by vermin.
- Damage to the container body, lid, or any component parts through opening or closing of the lid.
- Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when either opened or closed.
- Failure of axle to remain free of excessive rust and corrosion, to be determined by the County.
- 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 Contractor.
- 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 shall be replaced in its entirety and without charge under the warranty.

- Failure of the rubber tires to remain in place and fully serviceable, as designed and intended.
- Failure of the container body, lid, hardware, or any component parts to maintain their original shape.
- Failure of the wheels to provide continuous, easy mobility as originally designed or intended.
- 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.
- Damage to or failure of container assemblies caused by any incompatibility

Section 11. Account Billing, Delinquent Payments and Statement of Accounts

A. Account Billing. Billing shall be the responsibility of the Contractor. All residents rates shall be payable quarterly in advance.

B. Delinquent Payments. In the event payment is not made by the subscriber to the Contractor by the tenth (10th) day following the date of which payment is due, the owner shall be deemed delinquent. The Contractor shall issue a five (5) day notice after the said tenth (10th) day of such impending delinquency. Thereafter the Contractor shall not be required to pick up the delinquent owner's garbage and domestic rubbish until all fees and charges due to the Contractor are paid including a \$2.00 delinquent penalty charge per month. The Contractor shall pick up the garbage and domestic rubbish of any subscriber located within the Contractor's district if the subscriber pays the charges within the time limit set out above.

In the event that a resident of a particular address changes, with the prior resident leaving an unpaid account balance, the Contractor may NOT hold the new resident responsible for payment of the unpaid balance if the new resident can provide reasonable proof that they are not the responsible party. If there is any dispute of reasonable proof, an appeal can be made to the County Manager for review of the evidence. The decision of the County Manager will be binding.

C. Statement of Accounts. Statements to be sent to the subscriber by the Contractor must show itemized charges including, but not limited to the fee per month for the services provided, the month(s) for which service is being paid, the scheduled day for pickup of various items and the address and telephone number of the Contractor. Within ten (10) days of execution of this agreement, a copy of the Contractor's proposed Statement to be used under this agreement shall be presented for approval to the County Manager. Once

approved, no changes shall be made to the statement until and unless such proposed changes are presented to and approved by the County Manager.

Section 12. Service Rates

A. Attached to and made part of this agreement is a schedule of rates as proposed by the Contractor and accepted by resolution of the Jefferson County Commission.

Residential I Service	\$ _____ per month	Collection Fee
Residential II Service	\$ _____ per month	Collection Fee
Residential III Service	\$ _____ per month	Collection Fee
Residential IV Service (Yard Waste)	\$ _____ per month	Collection Fee

Recyclable Materials: \$ _____ per month Collection Fee
frequency of One (1) time bi-weekly and will be picked up
with the residential garbage collection.

95 Gallon Cart	\$ _____	Unit Price
32 Gallon Cart	\$ _____	Unit Price
Disposal Cost (Gate Fee Only) Jefferson County Landfill	\$ _____	Per Ton

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

Section 13. Indemnification, Performance Bond

- A. *Hold Harmless.*** The Contractor shall protect and save the County and its agents, servants and employees harmless from and against any damages to any person or property that may occur in the performance of this contract through any negligent or willful act of the Contractor, its agents, servants or employees, or through improper or defective machinery or equipment used by the Contractor or its agents, servants or employees and from any suit or judgment or other thing whatsoever that shall occur in such negligent or willful performance or arising out of a breach of this contract by Contractor including any claims, defects, objections, liens, encumbrances, damages, or costs of suit together and reasonable attorney's fees.
- B. *Performance Bond.*** The party to which the Contract is awarded ("Contractor") shall furnish to the County a performance bond or an irrevocable bank letter of credit for the faithful performance and obligations arising out of this bid and the Contract in an estimated amount equal to one hundred percent (100%) of the annual contract amount for the first twelve (12) month period of the Contract, said performance bond or letter of credit to be renewed on an annual basis thereafter during the entire term of the contract or any renewal thereof. The performance bond shall be executed by a Surety Company which is satisfactory to the County and is a duly licensed corporate surety authorized to do business in the State ("Surety"). A letter from the Surety, signed by an authorized representative of the Surety and accompanied by a certified and effectively dated copy of an appropriate power of attorney, shall be attached to the bid stating the bidder can obtain said performance bond. If a letter of credit is to be used instead of a performance bond, there shall be attached to the bid a letter signed by an authorized representative of the bank, stating that the bank will issue the necessary letter of credit if the bid is awarded to that bidder. The premium for the bond or charges for the letter of credit shall be paid by the Contractor. A certificate from the Surety showing that the bond premium has been paid in full shall accompany the performance bond when it is issued. The Surety will be responsible for Contractor's default should that occur for any reason whatsoever.

Section 14. Insurance

- A.** The Contractor shall maintain workmen's compensation insurance during the life of this contract for all of its employees. The Contractor shall also maintain, during the life of this contract, such public liability, general liability and property damage insurance as shall protect it, its agents, servants, employees and any subcontractor performing work covered by the contract, from claims for damages for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract, whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by

either of them. For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workman's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Commercial General Liability:	
Bodily Injury Liability and combined	\$1,000,000/\$2,000,000 each occurrence
Property Damage Liability	single limit
Automobile Bodily Injury and Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$10,000,000 each occurrence

The Contractor shall furnish the County satisfactory proof of the insurance required herein with an insurance company acceptable to the County upon the execution of this contract, and the County shall be named as an additional insured party in such insurance policies. The coverage may be provided by the Contractor's parent corporation. To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan of self-insurance maintained by Contractor or its affiliates.

Section 15. Units Served

- A. The Contractor agrees to maintain a list of all units served and to provide such list to the County, on a quarterly basis beginning _____, to be compared to the County's current list. The Contractor further agrees to provide such other or further information and data pertinent to this contract as many be reasonable requested by the County, except for confidential and proprietary information of the Contractor.

Section 16. Adjustment of Fees and Charges

- A. **Consumer Price Index.** All rates for fees and charges set out herein (except landfill adjustments as provided for in Section XI) shall be subject to approval by the Jefferson County Manager in accordance with the terms of the contract. The Contractor making a request for a rate change shall make such a request to the Jefferson County Manager sixty (60) days prior to the anniversary date of this agreement setting forth the reasons therefore. Any approved change

in fees and charges shall amend this agreement. The rates are subject to increase annually beginning October 1, 20__ by a percentage not more than the percentage of increase in the Consumer Price Index (CPI) for all Urban Consumers, South Region using October 1, 20__ as the base period from which increases will be calculated. Increases will be calculated based on the October 1, 20__ through July 31, 20__ in the initial year. Subsequent years will be calculated over a 12 month period from August 1, through July 31 as values are released by the Bureau of Labor Statistics with the increase effective on October 1 following the request subject to approval of the Jefferson County Manager. Increase shall be subject to a three percent (3%) cap annually. In case the Contractor makes a request for an increase in rates and County determines that an audit of the Contractor's books should be made, the Contractor shall pay the cost of such audit.

- B. *Price Adjustment after Three (3) Years.*** In the event this contract is renewed, the Contractor may be allowed an adjustment in contract prices during such renewal periods either as stated above in Section 16, Paragraph A, or under the following conditions. For a change in the contract price to be approved, the Contractor must submit clear documentation to the County detailing the change in such cost. If the change in cost is clearly established, the County may adjust the contract price accordingly. A change will be allowed only if one of the following conditions exists:
- a. The Contractor specifications are modified.
 - b. A state or federal law or ruling modifies the existing regulations affecting the Contractor's operations.

Section 17. Records

- A. The Contractor agrees to maintain accurate records of business in the manner and form established and/or approved by the Jefferson County Manager. Such records shall include any specific records required by the County relating to customers, collections, receipts, debts, equipment, ownership interests and complaints. The Contractor shall make available to the County for inspection all such books, records and receipts during normal business hours.
- B. On a quarterly basis, the contractor shall provide the County Manager's office with a total amount of trash/garbage recovered from curbside pickup accounts. The report will be due to the County by the 15th day of the following month in a mutually agreeable form.
- C. On a quarterly basis, the contractor shall provide the County Manager's office with a total amount of recyclable materials recovered from curbside pickup accounts. The report will be due to the County by the 15th day of the following month in a mutually agreeable form.

- D. On a quarterly basis, the contractor shall provide the County Manager's office a complete, residential customer list, showing the account name, service address, scheduled collection day(s) and the type of services provided. The report will be due to the County by the 15th day of the following month in a mutually agreeable form.

Section 18. Entire Agreement

- A. The terms and provisions herein contained constitute the entire agreement between the parties and shall supersede all previous communications agreements and proposals between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures,
_____ (Contractor) on the _____ day of _____, 20____, and
Jefferson County Commission (Owner) on the _____ day of _____, 20____.

CONTRACTOR

President

RECOMMENDED:
ENVIRONMENTAL SERVICES DEPARTMENT

David Denard
Director

APPROVED:
JEFFERSON COUNTY, ALABAMA

President
Jefferson County Commission