

BID DOCUMENTS

**RESIDENTIAL GARBAGE COLLECTION
AND RECYCLING**

SHELBY COUNTY, ALABAMA

JUNE 21, 2022

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STATE OF ALABAMA

COUNTY OF SHELBY

LEGAL NOTICE

NOTICE TO CONTRACTORS

Sealed bids will be received for Residential Garbage Collection and Recycling within Shelby County Alabama at the Shelby County Manager's Office at 200 West College St. Room 123, Columbiana, AL 35051 until June 21, 2022 at 2:00 p.m. and at that time publicly opened.

The principal items of work are approximately as follows:

Provide for the efficient, healthful, and aesthetic operation of collection, hauling, and disposal of residential garbage and recycling.

Proposal documents will be available at the Shelby County Environmental Services office, 1281 Highway 70, Columbiana, AL 35051 after 8:00 AM on Tuesday, May 31, 2022.

Proposal fee is \$20.00 which includes the cost of proposal documents when picked up at the above office. No refunds will be made. **Proposal documents may be obtained electronically via email at no cost.** Please contact the Project Manager, Brandon Hamilton, Environmental Services Manager at bhamilton@shelbyal.com with any questions regarding this project.

INVITATION TO BID

Project: RESIDENTIAL GARBAGE COLLECTION AND RECYCLING

Owner: Shelby County Commission

Sealed bids will be received from qualified bidders, opened, and publicly read by the Shelby County Commission for the **RESIDENTIAL GARBAGE COLLECTION AND RECYCLING at the Shelby County Manager's Office, located at 200 College Street, Room 123, Columbiana, Alabama, 35051. The owner will receive Bids until 2:00 p.m. on June 21, 2022.**

All interested bidders may obtain copies of the Proposal Documents upon receipt of a \$20.00 non-refundable payment. Checks should be made payable to the Shelby County Commission. **Proposal Documents may be obtained electronically via email at no cost.** Interested bidders may obtain Bid Documents from the Shelby County Environmental Services office located at 1281 Highway 70, Columbiana, AL 35051 and contact Brandon Hamilton at 205-670-3737 or at bhamilton@shelbyal.com regarding any questions.

Bidders will be required to provide Bid security in the form of a Bid Bond or cashier's check in the amount \$50,000.00.

Refer to other bidding requirements described in the Instructions to Bidders.

Submit your Bid on the Bid Form provided.

Your Bid will be required to be submitted under a condition of irrevocability for a period of sixty (60) days after submission.

The Owner will not enter into a Contract with a foreign corporation that is not qualified under State Law to do business in the State of Alabama.

REQUIREMENTS FOR BIDDERS

Bidding contractor will be required to provide evidence of E-Verify documentation and Section 84 business license.

IMMIGRATION LAW

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.

OPEN TRADE

By signing this contract, vendor agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Please provide your bid response in triplicate, one original and two copies.

The Owner reserves the right to accept or reject any or all Bids.

Chad Scroggins
County Manager

INSTRUCTIONS TO BIDDERS
RESIDENTIAL GARBAGE COLLECTION AND RECYCLING
SHELBY COUNTY ALABAMA

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 Shelby County, Alabama. Service will be provided to participating residents of unincorporated Shelby County and participating municipalities at the same rate. Such services to be rendered beginning October 1, 2022.

INSTRUCTION TO BIDDERS

All bidders hereunder must furnish 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 Shelby 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.
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.
5. Make bids upon the forms provided therefore, properly executed and with all items filled out.

6. Do not change the wording of the Bid Form, and do not alter the Bid Form.
7. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal.
8. Telegraphic bid or telegraphic modification of bid will not be considered.
9. Bids received after the time specified for receiving them will not be considered.
10. Late bids will be returned to the sender unopened.
11. Each bid shall be addressed to the Owner, and shall be delivered to the Owner at the address given in the Invitation to Bid on or before the day and hour set for receiving bids.
12. Each bid shall be enclosed in a sealed envelope bearing the title of the Project, the name of the Bidder and address and the date and hour of the bid opening.
13. It is the sole responsibility of the bidder to see that his bid is received on time.
14. All such bonds shall be issued by Surety acceptable to the Owner. Include the costs of all such bonds in the proposed Contract Sum.

No contract will be awarded to any Bidder who, as determined by the County Commission or County Manager, 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. The decision of the County will be final.

LEGAL CONDITIONS

All Bidders shall comply with the applicable solid waste legislation of the State of Alabama and the rules and regulations of the Shelby County Health Department and the rules and regulations of the Shelby County Commission and any other solid waste rules/regulations as promulgated during the contract period. In addition, all bidders shall comply with the Federal Motor Carrier Safety Regulations issued by the U. S. Department of Transportation, Federal Highway Administration.

BID BOND

The Bidder shall furnish a bid bond in the amount of \$50,000. The contract shall be deemed as having been awarded upon the vote of resolution of the 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 four copies of the contract on the form attached hereto or such form as may be mutually agreed upon by the Bidder and the County Commission. The selected bidder's refusal or failure to enter into a contract within thirty (30) days of its receipt of formal notice of award, the Bidder will be considered to have abandoned 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 a contract; or, (2) if no proposal has been selected within ninety (90) days after the date of the bid opening, 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 coverage set forth.

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 specifications.

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. The County shall make all such documents available to the Bidders.

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, municipal 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 AND EXPLANATION

Explanation desired by a prospective Bidder shall be requested of the Manager, Environmental Services 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 explanation shall be in writing addressed to the Manager, Environmental Services. 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 Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

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 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 of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) 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, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Alabama or a sworn statement that it will take all necessary action to become so licensed if it's Bid is accepted.

- C. Evidence, in form and substance satisfactory to County, that Bidder has been in existence in excess of five (5) years and possesses not less than five (5) years actual operating experience in the State of Alabama as a going concern in refuse collection and disposal.
- D. Evidence, in form and substance satisfactory to County, that Bidder's experience as a going concern in refuse collection and disposal derived from operations of similar size (based on contract size of approximately 20,000 customers) to that contemplated by the Contract Documents.
- E. List of entities that the Contractor is currently providing a similar service.
- F. List of equipment the Contractor proposes to use in fulfilling the contractual obligations and designation if equipment is currently owned, leased, or to be purchased.

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.

BASIS OF PROPOSAL

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

BASE BID

Garbage Residential I:	Household waste collection- One (1) container (minimum 90 gallons) provided by the contractor with the frequency of One (1) time per week curbside. \$ _____ per month
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Garbage Residential II: Household waste collection- Two (2) containers (minimum 90 gallons) provided by the contractor with the frequency of One (1) time per week curbside.
\$ _____ per month

Garbage Residential III: Household waste collection- One (1) container (minimum 90 gallons) provided by the contractor with the frequency of One (1) time per week at rear of unit.
\$ _____ per month

Garbage/Yard Waste Residential IV: Household waste collection- One (1) container (minimum 90 gallons) provided by the contractor with the frequency of One (1) time per week curbside.
Yard waste collection- Yard and grass clippings, dry leaf rakings placed in plastic bags, tree branches, trimmings not to exceed three (3) inches in diameter or forty-eight (48) inches in length, branches shall be bundled and tied in individual bundles, with the frequency of One (1) time per week curbside and shall be picked up with the household waste. Number of bags and/or bundles per week shall not exceed five (5) and weight shall not exceed fifty (50) pounds each.
\$ _____ per month

ADDITIVE ALTERNATE A – CURBSIDE RECYCLING

Customers may elect to participate in Curbside Recycling Service- One (1) container (minimum 90 gallons) with the frequency of One (1) time bi-weekly curbside. The following amount shall be in addition to the Base Bid service option cost.
\$ _____ per month

ADDITIVE ALTERNATE B – COMMUNITY RECYCLING BINS

Contractor shall provide up to six (6) thirty (30) yard enclosed recycling bins to be placed at locations to be determined by Shelby County. The Contractor shall empty bins at intervals and times designated by the County. Cost to empty each bin shall be paid by the County.

\$ _____ per load

QUANTITIES

The County estimates that the number of Residential Units to be initially serviced under the Contract is as follows (As of 4th Quarter 2021):

Garbage Residential I:	17,407 Customers
Garbage Residential II:	1841 Customers
Garbage Residential III:	151 Customers (Woodford only)
Garbage/Yard Waste Residential IV:	900 Customers
Recyclable Option:	14,913(unless customer declines service)

METHOD OF AWARD

The County reserves the right not to accept any Proposal or to reject any or all Proposals or waive any informality in any bid. In particular, any alternation of the Contract Documents of the Proposal may subject the Proposal to rejection by the County Commission or County Manager. Proposals shall state unit prices separately for each service option. The rate as written in the Proposal shall govern and any errors found will be corrected. The award of the bid for Residential Garbage Collection and Recycling will be based on the rate for **Garbage Residential I** as described in the Basis of Proposal and Contract. Any bidder who does not provide a bid for all services under BASE BID shall be deemed nonresponsive. Bidders are not required to submit a bid for ADDITIVE ALTERNATES. A proposal may be rejected if, in the opinion of the County Commission or County

Manager, any unit rates are determined to be unbalanced. The County Commission intends that the Contract shall be awarded to a single bidder.

EXECUTION OF AGREEMENT

The Bidder to whom the Contract is awarded by the Owner shall, within 10 days after Notice of Award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Contract.

At or prior to the delivery of the signed Agreement, the Contractor shall deliver to the Owner the Performance Bond, and the policies of insurance or Insurance Certificates as required by the Bid Documents.

**RESIDENTIAL GARBAGE COLLECTION AND RECYCLING
PROPOSAL FORM**

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Bids shall be submitted in triplicate.

DATE: _____

TO: Mr. Chad Scroggins
Shelby County Commission
200 West College Street, Room 123
Columbiana, AL 35051

Bidding Contractor

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the performance of:

Residential Garbage Collection and Recycling

Shelby County

Including Addenda _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the project requirements in all particulars, hereby proposes and agrees to fully perform the Work in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all work required to complete said Work in accordance with the Contract Documents, for the following rates:

BASE BID

Garbage Residential I	\$ _____ per month
Garbage Residential II	\$ _____ per month
Garbage Residential III	\$ _____ per month
Garbage/Yard Waste Residential IV	\$ _____ per month

ADDITIVE ALTERNATE A – CURBSIDE RECYCLING

Monthly rates for each service package shall be increased by the following amounts for customers who subscribe to Curbside Recycling:

Garbage Residential I \$ _____ per month

Garbage Residential II \$ _____ per month

Garbage Residential III \$ _____ per month

Garbage/Yard Waste Residential IV \$ _____ per month

ADDITIVE ALTERNATE B – COMMUNITY RECYCLING BINS

Community Recycling Bins \$ _____ per load

2. I understand that Shelby County reserves the right to reject this Bid, but that this Bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for its receiving.
3. There will not be a pre-bid meeting for this project. Any questions or clarifications regarding the bid should be submitted in writing and answers will be provided.
4. The Bidder, if awarded the contract, hereby agrees to commence work under this contract on October 1, 2022, and to provide required services for a period of three (3) years.
5. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the receiving of this Bid, or at any other time thereafter before it is withdrawn, the undersigned shall execute and deliver the Contract Documents to the Owner in accordance with this Bid as accepted, and will also furnish and deliver to the Owner the proof of insurance coverage, within ten (10) days after personal delivery or any deposit in the mail of the notification of acceptance of this Bid.
6. Notice of Acceptance or request for additional information may be addressed to the undersigned at the address set forth in Item 7 below.
7. The names of all persons interested in foregoing Bid as principals are:

**RESIDENTIAL GARBAGE COLLECTION AND RECYCLING
PROPOSAL FORM**

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(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if Bidder or interested person is an individual, give first and last names in full.)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

The Bidder acknowledges by his signature that he agrees to requirements contained in the Invitation to Bid and the Instructions to Bidders, and that should he fail to execute a Contract with the Owner, should the Owner award said Contract to him, that the Owner may rightfully collect the sum of the Bid Bond. The required Bid Bond is attached to this Bid.

NAME OF FIRM: _____

ADDRESS: _____

SIGNED: _____

SIGNED BY: (PRINTED NAME) _____

TITLE: _____

Note: If a corporation, Bid must be signed by person authorized by corporation by-laws to bind it to a contract.

The entirety of this project shall be bid as a **"UNIT PRICE BID"**. The Bidder agrees to perform all necessary work described in the **CONTRACT DOCUMENTS** for the project, constituted by the **UNIT PRICE BID**.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and _____
(Name of Surety)

_____, as Surety, are held and firmly bound unto
(Address)

the **SHELBY COUNTY COMMISSION** as Obligee in the full and just sum of \$50,000.00, 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 said Principal is herewith submitting its proposal for

PROJECT NAME: _____

The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20_____.

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)

Business Mailing Address: _____

NAME OF PARTNERSHIP, JOINT VENTURE OR CORPORATION:

(Name of Partnership, Joint Venture or Corporation*) – (If Two Corporations**)

Business Mailing

Address: _____ BY: _____ (L.S.)

(Signature and Position or Title of
Officer Authorized to Sign Bids and
Contracts for the Firm)

Business Mailing

Address: _____ BY: _____ (L.S.)

(Signature and Position or Title of
Officer Authorized to Sign Bids and
Contracts for the Firm)

Business Mailing

Address: _____ BY: _____ (L.S.)

(Signature and Position or Title of
Officer Authorized to Sign Bids and
Contracts for the Firm)

* (Corporate Seal)
Attest:

Name of State under the laws of which the
Corporation was chartered:

(Secretary)

** (Corporate Seal)
Attest:

Name of State under the laws of which the
Corporation was chartered:

(Secretary)

(Name of Surety)

BY: _____
(Attorney-in-Fact)

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM FOR BID BOND IS USED, AND BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM IS
SIGNED BY PRINCIPAL AND SURETY OR A CERTIFIED CHECK IN THE PROPER AMOUNT IS FURNISHED. CASHIER'S CHECK IS NOT ACCEPTABLE.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM

Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspensions, and implemented at 2 CFR Part 2867, for the prospective participants in primary covered transactions, as defined at 2 CFR Part 2867.20(a), the applicant certifies that it and its principals:

- A. Are not presently debarred, suspended, proposal for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency:
- B. Have not within a three year period preceding this covered transaction been convicted of or had a 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) or private agreement or transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph B. of this certification; and
- D. Have not within a three year period preceding this transaction had one of more public transactions (federal, state or local) terminated for cause or default.

I/we hereby certify that I/we are in complete compliance with all of the provisions noted above as of this date _____, 20__.

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

Print: _____

STATE OF ALABAMA)
SHELBY COUNTY)

AGREEMENT FOR RESIDENTIAL GARBAGE COLLECTION AND RECYCLING
FOR SHELBY COUNTY

THIS AGREEMENT made and entered into on this the ____ day of _____ 2022, by
and between Shelby County, a political subdivision of the State of Alabama, (County),
and _____ (Contractor).

RECITALS

WHEREAS, the Shelby County Commission of Shelby County, Alabama, hereinafter
sometime referred to as "County", "County Commission" and "Shelby County
Commission" recognizes that it is wise and desirable that adequate provision be made
for regular and efficient collection of garbage and domestic rubbish (as defined in Solid
Waste Act. No 771 as enacted into law by the 1969 Legislature, and as amended, and
termed refuse in the Shelby County Board of Health regulations governing the
collection, storage, transferring and disposing of solid waste) in certain areas within the
jurisdiction of the Shelby County Commission, within the corporate limits of any county
municipality electing to participate, in order that the health of the citizens of the County
be protected and the general welfare of the County be advanced; and

WHEREAS, the Contractor hereby applies to the County for a franchise in the exclusive
residential collection and transportation to disposal facility of such refuse, garbage, and
domestic rubbish within the entire unincorporated area of Shelby County or after
approval of the Shelby County Commission or County Manager within the corporate
limits of any county municipality electing to participate.

WHEREAS, the County hereby grants this requested franchise under the authority of the
statutes of the State of Alabama, Solid Waste Act No. 771 as enacted into law by the

1969 Legislature, and as amended; and WHEREAS, the County has adopted the necessary and proper resolution authorizing and directing its officers to bind itself by executing this contract;

NOW, THEREFORE, in consideration of these premises and for other good and valuable considerations, the receipt whereof is hereby acknowledged by each party hereto from the other, and in consideration of the premises, agreements and covenants contained herein, the County and the Contractor hereby mutually agree as follows:

I. DEFINITION

- a. The definitions shall be those as set forth in Solid Waste Act No. 771, and any amendment, and the solid waste regulation now or hereinafter adopted by the Shelby County Health Department.

II. AREA AND TERMS

- a. The Contractor shall have the right and responsibility to collect solid waste in the entire area of Shelby County outside the Corporate limits of any municipality, or after the approval of the Shelby County Commission or County Manager, within the corporate limits of any municipality electing to participate, and excluding any State Park properties; shall collect solid waste, residential garbage, and domestic rubbish from those owners (leases and renters) on a regularly scheduled basis as required by this agreement.
- b. The Contractor shall comply with the applicable solid waste legislation of the State of Alabama, comply with all requirements thereof and comply with the rules and regulations of the Shelby County Health Department and the rules and regulations of the Shelby County Commission which are in existence as of the award and execution of the contract, amended or promulgated during the term of this contract.

- c. The Contractor shall comply with the Federal Motor Carrier Safety Regulation issued by the US Department of Transportation, Federal Highway Administration.
- d. This Agreement shall begin on issuance of a permit from the Shelby County Health Department, but not before the contract start date of October 1, 2022, except upon award contractor may, after September 1, 2023, bill for the first quarter and terminate under any of the terms and conditions contained herein. However, this agreement may be renewed as provided herein.

III. EQUIPMENT AND CARE THEREOF

In the collection and transportation of solid waste, the Contractor shall use trucks of the packer-type or other vehicles as approved by the County Manager through the Environmental Services Department and by the Shelby County Health Department and shall have painted on its doors or some other place approved by the Shelby County Health Department the name of the Contractor, none of which letters shall be less than three (3) inches high. This equipment shall be cleaned, maintained and stored in a manner approved by the Shelby County Health Department or Shelby County. The Contractor shall have a sufficient number and quality of packer-type trucks to accomplish the work to the satisfaction of the County.

The cost of all equipment, its operation, maintenance and upkeep shall be borne by the Contractor. The equipment shall be maintained at all times to meet all existing safety regulations, including the Federal Motor Carrier Safety Regulations as specified herein.

The Contractor shall provide all containers for required services. Containers shall be a minimum of (90) gallons with roll-out wheels and lid. Containers must be new or used containers in good repair and subject to County or County Manager's satisfaction and approval. The containers shall

be dark green in color or other color upon approval by County with "Shelby County Alabama" in white lettering with each letter between 3" and 6" tall on the two sides of each container. Containers in use at the time of bid which are marked with "DiscoverShelby.com" may be used if in good condition. The Contractor shall be responsible for maintenance and repair of same. Missing or stolen containers shall be replaced and billed to the customer at the contractor's cost, not to exceed Seventy-five dollars (\$75). Contractor shall keep a supply of containers to satisfy the need for new customers and for replacement of damaged, lost, or stolen containers for existing customers. Sufficient equipment shall be provided to ensure uninterrupted service. Failure to furnish uninterrupted service as scheduled may subject the Contractor to the cancellation of the contract by the County.

IV. COLLECTION SERVICE

- a. Garbage 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) ninety (90) gallon roll-out cart provided by the Contractor.
- b. Garbage Residential II – 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 two (2) ninety (90) gallon roll-out carts provided by the Contractor.
- c. Garbage Residential III – For residents requiring back door service due to a local covenant, ordinance, or Shelby County resolution, the Contractor shall provide backdoor garbage collection service, twice per week.
Residential garbage shall be placed by the Customer at the backdoor

readily accessible by the Contractor during collection hours in one (1) ninety (90) gallon roll-out cart provided by the Contractor.

- d. Garbage/Yard Waste Residential IV – the Contractor shall collect residential garbage once per week from each residential unit within the service area in addition to once per week pick up and disposal services for yard and grass clippings, dry leaf rakings, tree branches, and trimmings not to exceed three (3) inches in diameter or forty-eight (48) inches in length. 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) ninety (90) gallon roll-out cart provided by the Contractor. Clippings, leaves, and trimmings shall be placed in plastic bags weighing no more than fifty (50) pounds each. Tree branches shall be bundled and tied in individual bundles weighing no more than fifty (50) pounds each. The total number of bags and/or bundles shall not exceed five (5) per week. Bags and/or bundles shall be placed by the customer at curbside and picked up with the residential garbage collection.

- e. Recycling

- I. If Curbside Recycling is included in the bid and accepted by the County, recycling will be accomplished through collection of recyclable materials placed at the curbside by the customer in one (1) container (minimum 90 gallons) provided by the contractor with a frequency of one (1) time bi-weekly. This is an optional service available to each customer.
 - II. If Community Recycling Bins are included in the bid and accepted by the County, recycling will be accomplished through up to six (6) thirty (30) yard enclosed recycling bins to be provided by the contractor and placed at locations to be determined by the County. The Contractor shall empty bins at intervals and times

designated by the County. The cost to empty each bin shall be paid quarterly by the County at the unit price bid rate.

- f. Hardship – Upon certification of hardship by the Shelby County Department of Human Resources and the Shelby County Health Department and approved by the Shelby County Commission, the Contractor shall provide such service to a number of said residents up to an amount equal to two percent (2%) of the Contractors total customer base inclusive of all districts served. In the event said number exceeds two percent (2%), the County shall pay one half of the rate for Residential I Service and the Contractor shall pay the other half. There shall be no cost to said customer.
- g. Service for Disabled Persons – The Contractor shall provide, at the same rate as curbside, backdoor or on premise service for no more than 150 residential units not currently served by backdoor or on premise service or where such service is not otherwise mandated or required by covenants or restrictions applicable to said property, provided that all residents of the dwelling are disabled or physically unable to place their garbage at curbside. Such customers shall store garbage in one (1) ninety (90) gallon roll-out cart provided by the Contractor,. All requests for this service shall be made to the Shelby County Manager of Environmental Services who shall inspect and certify to the Contractor the name and address of each customer so certified by the County.

V. BILLING

- a. Billing shall be the responsibility of the Contractor. All residential rates shall be payable quarterly in advance. Billing for Community Recycling Bins shall be quarterly and based on the actual number of times each bin is emptied.

- b. Delinquent Payments – In the event payment is not made by the subscriber to the Contractor by the tenth (10th) day following the date that payment is due, the owner shall be deemed delinquent. The Contractor shall issue a five (5) day notice after the said tenth (10th) day of such impending delinquency with a copy to the Shelby County Manager of Environmental Services. Thereafter the Contractor shall not be required to pick up the delinquent owner's garbage and domestic rubbish until all fees and charges due the Contractor are paid including a \$5.00 delinquent penalty charge per month. The Contractor must pick up the garbage and domestic rubbish of any subscriber located within the Contractor's franchised district if the subscriber pays the charges within the time limit set out above.
- c. Statement of Accounts – Statements to be sent to the subscriber by the Contractor must show itemized charges.

VI. SERVICE RATES

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

BASE BID

Garbage Residential I Service	\$ _____ per month
Garbage Residential II Service	\$ _____ per month
Garbage Residential III Service	\$ _____ per month
Garbage/Yard Waste Residential IV Service	\$ _____ per month

ADDITIVE ALTERNATE A

Curbside Recycling Service (Amount added to Base Bid package cost)

Garbage Residential I Service	\$ _____ per month
Garbage Residential II Service	\$ _____ per month
Garbage Residential III Service	\$ _____ per month
Garbage/Yard Waste Residential IV Service	\$ _____ per month

ADDITIVE ALTERNATE B

Community Recycling Bins (Billed to the County)

\$_____ per load

VII. REFUSE FROM COMMERCIAL ACCOUNTS, INSTITUTIONAL ACCOUNTS, ETC.

Waste collection from any commercial, institutional or multifamily housing facilities, etc., is not addressed within the franchise. These facilities may negotiate with various collectors for their required services.

VIII. ADJUSTMENT OF FEES AND CHARGES

- a. 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 Shelby County Commission. The Shelby County Commission reserves the right to hold public hearings. The Contractor (or Contractors) making a request for a rate change shall make such a request to the Commission sixty (60) days prior to the anniversary date of this agreement setting forth the reasons therefore. Any approved change in fees and charges shall be incorporated in a resolution adopted by the Shelby County Commission and shall amend this agreement. The rates are subject to increase annually beginning October 1, 2023 by a percentage not more than the percentage of increase in the Consumer Price Index (CPI) for all Urban Consumers (Water, Sewer and Trash Collection Services), using October 1, 2022 as the base period from which increases will be calculated. Increases will be calculated based on October 1, 2022 through June 30, 2023 in the initial year. Subsequent years will be calculated over a 12 month period from July 1 through June 30 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 Shelby County Commission. Increase shall be subject to a five percent (5%) cap annually. The Manager of Environmental Services or appropriate staff member shall submit to the

County Manager and Commission during September of each year a Contractor request to increase the rates based on the Consumer Price Index (CPI) increase. In case the Contractor makes a request for an increase in rates and the Shelby County Commission determines that an audit of the Contractor's books should be made, the Contractor shall pay the cost of such audit.

IX. OFFICE AND TELEPHONE

- a. The Contractor shall maintain a toll free telephone number to be operational Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, except for Holidays. The Contractor shall maintain, at its cost, a telephone listed in the name in which it does business. Calls must be answered, and services rendered in a courteous and professional manner, during normal business hours by a live (not recorded) customer service professional employed by the contractor. The Contractor must track all requests for service and respond in a timely and professional manner.
- b. The contractor shall supply the Shelby County Manager of Environmental Services with the local Contractor contact information, telephone and email, so that County may discuss any item needed to provide adequate, timely, environmentally and publically safe service to the residents of Shelby County. The local contact shall meet upon request at a minimum quarterly with County personnel to discuss services provided under this agreement.

X. QUALITY OF SERVICE

- a. The Contractor shall use only personnel who are qualified to perform the work required herein and shall require its employees to serve the public in a conscientious manner. The Contractor shall furnish to the County a route sheet, customer list, and the collection day of residential accounts

served 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.

- b. The Contractor agrees that unless promoted, transferred to another operating location not servicing Shelby 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 with an on-site 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.
- c. The Contractor shall not be required to collect garbage or trash materials on the five (5) following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If a normally scheduled pick-up falls on one of the above holidays, collections shall be on the following working day. It shall be the responsibility of the Contractor to notify residents of holiday schedules by placing notice on the customer's bill sent prior to the holiday.
- d. The Contractor shall make all collections described herein between safe daylight hours and sunset Monday through Friday as established by the National Weather Service.

XI. WASTE DISPOSAL AND FEES

- a. The Contractor shall dispose of all garbage and domestic rubbish at disposal sites approved by the Alabama Department of Environmental Management. In disposal sites operated by the County, the Contractor shall pay the fees

established by the County. All residential garbage and refuse generated and collected in unincorporated Shelby County and within all municipalities who elect to participate in this contract shall be disposed of at the Shelby County Highway 70 Landfill. The Residential Unit fee shall be adjusted in the event the Disposal Fee at the Shelby County Highway 70 Landfill changes. 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 Shelby County Highway 70 Landfill increases.

XII. COMMENCEMENT AND TERMINATION DATE

- a. This Contract shall take effect October 1, 2022 and run for a term of three (3) years. This permit and this Agreement shall authorize the Contractor to collect garbage and solid waste on a regularly scheduled basis within the area previously defined. This contract may be renewed by mutual consent of both parties provided notice by certified mail is given by both parties 120 days prior to the expiration of any subsequent renewal agreement.
- b. After one (1) year from the effective date of this original agreement, the County may terminate this agreement without cause upon 120-day notice by certified mail to the contractor.

XIII. INSURANCE

- a. The Contractor shall maintain workman 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 its agents, servants, employees and any approved sub-contractor performing work covered by this agreement, from claims for damages for personal injury, including accidental death, as well as claims for property damages which

may arise from operations under this agreement, whether such operations be by itself or by any sub-contractor, or by anyone directly or indirectly employed by either of them.

- b. The amount of such insurance shall be at least for the limits specified below:

For the purpose of the agreement, the Contractor shall carry the following types of insurance in at least the limits specified as follows:

Coverage	Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$1,500,000 Each Occurrence
Bodily Injury Liability	\$1,500,000 Each Occurrence (Except automobile)
Property Damage Liability	\$1,500,000 Each Occurrence (Except automobile)
Automobile Bodily Injury	\$5,000,000 Each Occurrence
Property Damage Liability Excess Umbrellas Liability	\$5,000,000 Each Occurrence

- c. 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 agreement, and the County shall be named as an additional insured party in such policies.

XIV. PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or irrevocable bank letter of credit for the faithful performance and obligations of this contract in the amount equal to one million five hundred thousand dollars (\$1,500,000). Said performance shall be executed by a surety

company licensed to do business in the State of Alabama. A letter from the Bonding Company or bank shall be attached to the Contract stating that Contractor can obtain said Performance Bond or letter of credit. The bonding company will be responsible for Contractor's default in the event the Shelby County Health Officer determines that the Contract should be cancelled in accordance with Section 22-27-5(a) or default is determined by the Shelby County Commission in accordance with Section XVIII of this agreement.

XV. RIGHT TO ASSIGN

This contract shall not be reassigned by the Contractor without the written consent of the County.

XVI. RECORDS

The Contractor agrees to maintain accurate records of business in the manner and form established and/or approved by Shelby County Commission.

- a. The Contractor further agrees to make available to the County the inspection of the books, the records, and the accounts during normal business hours as provided in paragraph IX, including but not limited to quarterly updated customer list and route sheets in order of pick up, and clearly identifying the customer to be serviced and the day of pick up.
- b. If Curbside Recycling is provided by this agreement, the contractor shall provide Shelby County Environmental Services with a total amount of recyclable materials recovered from curbside pickup accounts. The report shall be provided monthly and will be due to the County by the 15th day of the following month.

- c. If Community Recycling Bins are provided by this agreement, the contractor shall provide Shelby County Environmental Services with a total amount of recyclable materials recovered from the recycling bins by location. The report shall be provided monthly and will be due to the County by the 15th day of the following month.
- d. On a quarterly basis, the contractor shall provide Shelby County Environmental Services with a total number of customers for each of the services options (Residential I, Residential II, Residential III, Residential IV, and Recyclable Option) for each jurisdiction including unincorporated Shelby County and each of the participating municipalities in this contract. The report will be due to the County by the 15th day of the following month.

XVII. INDEMNITY CLAUSE

Shelby County shall not be liable to the Contractor for any claims of damages, which may arise on account of the exercise by the Contractor of the right herein granted. The Contractor hereby agrees to indemnify, protect, and save Shelby County harmless against all claims, suits, demands, liens, judgments, and decrees instituted or asserted by any party because of any act or pursuant to or in connection with the operation of this franchise.

XVIII. DEFAULT

- a. 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 rules and regulations 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 Contractor to remedy or correct such unsatisfactory condition within ten (10) days from the date of mailing of such notice, shall constitute a default herein, and shall constitute legal basis for Shelby County, at its option to terminate this agreement effective immediately.

- b. In the event of the termination of this contract, 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, which 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 common enemy as 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.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the County has caused this instrument to be signed by the Chairman of the County Commission of Shelby County, and the execution of this instrument to be attested, all of whom have been duly authorized to do so by virtue of a motion duly passed by the County Commission of Shelby County on the ____ day of _____, 2022, and the Contractor has caused this agreement to be executed in its name by _____, its _____, and has caused its corporate seal to be hereto affixed, all on the day first hereinabove written.

SHELBY COUNTY COMMISSION

A political subdivision of the
State of Alabama

ATTEST: _____
Shelby County

CONTRACTOR

ATTEST: _____ BY: _____

ITS: