STATE OF ALABAMA
COUNTY OF SHELBY

SEALED BIDS - SALE OF METAL RECYCLING

Sealed bids for SALE OF METAL RECYCLING will be received in the office of the Chief Financial Officer, Shelby County Administration Building, 200 West College Street-Room 125, Columbiana, Alabama 35051 until **2:30 P.M., December 3, 2026**, at which time bids will be opened publicly and read.

GENERAL INFORMATION

The Scope of Work is included in the attached document. Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Any quantities listed in the Scope of Work or Bid Form are estimates only. The County may rely upon the quantities listed in the Bid Form for the purposes of determining the highest responsible bidder. The County expressly does not guarantee the quantities of products or licenses, as applicable, actually sold pursuant to an awarded bid.

At the time that this Invitation is issued, all informal communications with the County regarding this solicitation shall cease. If you have any questions concerning bid specifications, please submit all questions to James Frost at jfrost@shelbyal.com by no later than **12:00 P.M., November 25, 2026.** Responses to these questions, if appropriate, will be posted on the eBid Portal by close of business **November 30, 2026.** Bidders may only rely upon written guidance or responses. Failure to comply with this provision will be considered an improper communication and will be grounds to disqualify bidder.

Bidder shall comply with all applicable federal, state, and local laws in the performance of this agreement. The following legal terms and conditions shall apply to the resulting contract.

Immigration Law. As required by Ala. Code § 31-13-9, by signing this contract, grant, or other agreement, 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. Consistent with Ala. Code § 41-16-5, contractor by represents and 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.

Economic Boycott. Contractor verifies that the company, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as defined by Ala. Code § 41-16-160.

SUBMISSION REQUIREMENTS

All bids must be sealed and marked in the lower left-hand corner **"BIDS – SALE OF METAL RECYCLING"** with opening date and time. Bids that are prematurely opened for failure of bidder to properly mark the envelope will not be considered. Late bids will not be opened. All bids must be in writing, printed or in ink, and signed by an authorized representative. Electronic, faxed, or oral bids will not be accepted.

All bidders **must** use our form for submitting their bid. Failure to submit the bid using the format prescribed herein will be reason for disqualification of the bid. Bids will not include State Sales Tax or Federal Excise Tax. Bidder **must** submit documentation as required by the Scope of Work to evidence that bidder is qualified to perform the services herein. Bids **must** also be accompanied by the following forms certifying compliance of laws as provided above:

1. Beason Hammon Certificate (attached for convenience)
2. Everify MOU with DHS (may be accessed at www.everify.gov)
3. Certificate of Compliance with Act 2016-312 (attached for convenience)
4. Certificate of Compliance with Act 2023-409 (attached for convenience)
5. W-9 (may be accessed at https://www.irs.gov/pub/irs-pdf/fw9.pdf)

The County takes its responsibility under the Alabama Open Records Act very seriously. Any bids or submissions shall be considered by the Commission to be a public writing and subject to request pursuant to Ala. Code §§ 36-12-40, *et seq.* Should bidder believe that any part of its submission is exempt from public review, bidder shall submit a separate, redacted copy prominently marked as "REDACTED," accompanied with a letter detailing each redacted section and the legal exception therefore (*e.g.,* trade secret or proprietary). For the avoidance of doubt, the Bid Form and pricing information submitted shall not be considered as confidential, trade secret, or proprietary and will be subject to public disclosure whether or not redacted by bidder. By submitting a redacted copy, bidder shall indemnify and hold harmless and fully participate in the defense of the County in response to any open records request and any and all legal claims, lawsuits, or complaints of whatever nature, including any remedies at law or equity, as well as attorney's fees costs relating to the defense or to any prevailing party, associated with the redacted portions of bidder's submission.

Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof.

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

RESERVATION OF RIGHTS AND DISQUALIFICATION OF BIDS

The County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the highest responsive bidder. Bids may be disqualified before awarding of the contract for any of the following:

1. Failure to mark envelope as required.
2. Failure to sign or notarize the bid document.
3. Failure to include requested information, samples when specified or other details of the bid.

METHOD OF AWARD

The award will be made to the highest responsible bid meeting specifications for each item bid. It is not the policy of the Shelby County Commission to sell on the basis of high bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsible bid.

The Shelby County Commission reserves the right to award separate contracts for each item, each product, or any combination of products if in the best interest of the Shelby County Commission. Successful bidder will be notified of the award.

Records showing successful bidder and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than highest bidder, a note of explanation will appear in the bid file and Commission Minutes.

CONTRACT PERIOD/PRICING

The period of this contract will be for one (1) year from date bid is awarded. This contract may be renewed for up to three (3) years from the initial award date upon the agreement of both parties under the same terms and conditions. Upon awarding of this contract and bid, the Shelby County Commission reserves the sole right to end said contract at their sole discretion.

INDEMNIFICATION

Contractor shall indemnify and save Shelby County and its employees, agents, or partners, safe and harmless from any claims made by any person, firm, or corporation against the County for injury to property or person arising directly or indirectly out of any activity or pursuit of Contractor, which said obligation of indemnity shall include the payment by Contractor to County of any attorneys' fees, costs of defense, and judgments rendered, if any, in favor of such person, firm or corporation.

INSURANCE

Contractor shall maintain insurance in amounts sufficient to cover any costs or damages that may be incurred during the course of the resulting contract and in accordance with applicable laws. This includes, but is not limited to, workers compensation coverage and automobile liability coverages in accordance with applicable laws.

Chad Scroggins

Chad Scroggins
County Manager

BID SPECIFICATIONS
Sale of Scrap Metal Recycling

Scrap Metal Recycling

At the conclusion of this bidding process, Shelby County intends to sell the described scrap metal to the highest bidder(s) that are able to meet the specified criteria. Shelby County reserves the right to decline all bids for any single or multiple material types or may award individual materials types separately to multiple bidders depending on the submitted price per material type based on what is in the best interest of the County.

All scrap metal recycling produced from the Shelby County Landfill, Hwy Department Shop, Facilities Shop, Water Services Department, or any other County Building or facility shall be sold using this bid. The responsive bidder shall include pricing for the following materials: Scrap Steel, #1 Copper, #2 Copper, Aluminum, Yellow Brass unclean, Tin, and Heavy Steel.

The actual sales price for scrap metal will be based upon actual weight per pound and based upon the current market rate as established by the American Metal Market Report. The price each month will adjust based off the market rate on the report. Separate price should be provided for County provided transportation of the material, and for bidder provided transportation of the material. If bidder-performed hauling is awarded, bidder is expected to provided containers for the material and the hauling of the material once containers are full. If the County awards Self-Performed Hauling, the County will supply its own containers and perform the hauling to the recycling facility.

Bidder must provide most recent pricing from the American Metal Market Report with Bid submission. Also, bidder must provide a draft copy of billing statements showing changes in American Metal Market Report and determining how payments will be received based on market changes. Example of the American Metal Market Report on next page. Winning Bidder is required to provide the Market updates monthly from the American Metal Market to the County.

Payments to the County should be made on no less than a monthly basis.

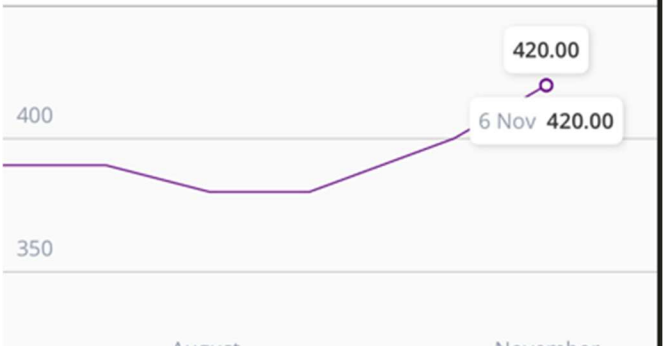
All payments made to the County shall include a written certification of the weight, type of material(s) received, and where the material was generated (*i.e.,* landfill, Highway Department, Facilities, etc.). Payments will be calculated by multiplying the weight per material with the current market rate for that material, as established by the American Metal Markets Report every month.

American Metal Market Report November 2026

MB-STE-0213 • 06 Nov 2026

Steel scrap No1 heavy melt, consumer buying price, delivered mill Alabama, $/ gross ton

Original Base	US Dollar/Gross Ton
Launch Date	15 Aug 2013
Location	Alabama
Assess Freq.	Monthly



Date	Price Range	+/-
06 Nov 2026	420.00 - 420.00	▲ 20.00 (5.00%)
12 Oct 2026	400.00 - 400.00	▲ 20.00 (5.26%)
03 Sep 2026	380.00 - 380.00	0.00 (0%)
07 Aug 2026	380.00 - 380.00	▼ 10.00 (2.56%)
10 Jul 2026	390.00 - 390.00	0.00 (0%)

BID FORM

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

NAME OF COMPANY: _____

BY (Please Print): _____

ADDRESS: _____

_____

PHONE: _____

By signing below, Bidder certifies the following:	**Initial**
Bidder has read the Invitation to Bid and Scope of Work and certifies that the goods and services offered herein meet all requisite specifications.	_____
Bidder shall comply with all applicable federal, state, and local laws.	_____
Bids submitted are firm and no claims for errors will be made after bids are opened and subsequent thereof.	_____
Monthly pricing will be determined based upon the current market rate established by the American Metal Markets Report every month. Pricing will be adjusted monthly based on the market reports.	_____

Sale of Scrap Metal Recycling SHELBY COUNTY Commission Price Per Pound County Performed Hauling Based on American Metal Market Report	
Scrap Steel	$ per lb
Tin	$ per lb
Aluminum	$ per lb
#1 Copper	$ per lb
#2 Copper	$ per lb
Yellow Brass Unclean	$ per lb
Heavy Steel	$ per lb

Sale of Scrap Metal Recycling SHELBY COUNTY Commission Price Per Pound Bidder Performed Hauling Based on American Metal Market Report	
Scrap Steel	$ per lb
Tin	$ per lb
Aluminum	$ per lb
#1 Copper	$ per lb
#2 Copper	$ per lb
Heavy Steel	$ per lb
Yellow Brass Unclean	$ per lb

SIGNATURE: _____

Sworn to and subscribed before me this

the_____day of _____, 202___.

_____

Notary Public

My Commission Expires:_____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (Act 2011-535, as amended by Act 2012-491)

STATE OF ALABAMA §
§
COUNTY OF _____ §

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____with Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter "the Act").

2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

   BUSINESS ENTITY. *Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:*

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. *Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.*

   _____(a) Contractor is a business entity or employer as those terms are defined in Section 3 of the Act.
   _____(b) Contractor is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

3. 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.

4. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312
(BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____,
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of Alabama Act 2016-312.

2. In compliance with said Act, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2023-409
(ECONOMIC BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act 2023-409 of the Alabama Legislature.

2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.

3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
   a. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
   b. Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
   c. Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
   d. Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
   e. Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____