



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 5/22/2025

**File ID:** TMP-5538

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

**Finance Information:**

**Account Number:** See comments below.

**City Cost Amount:** \$ Varies based on Contract pricing structures.

**Total Cost:** \$ Varies based on Contract pricing structures.

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Standard of periodic bid is utilized by various departments.

Update of Bid:

Republic Services - Automated Refuse Collection for Huntsville Housing Authority (Public Works Service)  
\$30,000.00

**RESOLUTION NO. 25- \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents is being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:**

**VENDOR**  
Republic Services

**COMMODITY/SERVICE**  
Automated Refuse Collection  
for Huntsville Housing  
Authority

**AGREEMENT**  
One Year  
W/Extensions

**ADOPTED** this the 22nd day of May, 2025.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama

**APPROVED** this the 22nd day of May, 2025.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT DATE: MAY 5, 2025  
FROM: CHRIS MCNEESE DEPT: PUBLIC WORKS SERVICES  
BID #: 36-2025-55 COMMODITY/SERVICE: AUTOMATED REFUSE COLL-HH

### AGREEMENT BETWEEN CITY OF HUNTSVILLE AND REPUBLIC SERVICES

RECOMMENDATION: It is recommended that Republic Services be awarded the bid for Automated Refuse Collection for the Huntsville Housing Authority as they were the only responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Automated Cart Pickup for Huntsville Housing Authority	32.00	EA	

INITIAL PURCHASE: \$30,000.00  
FUNDING SOURCE: 6200-55-55200-515730-0000000  
TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Christopher McNeese  
Digitally signed by Christopher McNeese  
Date: 2025.05.05 07:57:34 -05'00'

Department Head

Date

Tamara M Yancy  
Digitally signed by Tamara M Yancy  
Date: 2025.05.08 11:29:35 -05'00'

5.8.2025

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)



# HUNTSVILLE

Tommy Battle

Mayor

**City of Huntsville, Alabama**

Finance Department

Procurement Services Division

## **Invitation For Bids** **Automated Refuse Cart Collection for Huntsville Housing Authority**

Invitation for Bid #:	36-2025-55
Issue Date:	April 2, 2025
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	April 15, 2025 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:Erin.Motes@huntsvilleal.gov">Erin.Motes@huntsvilleal.gov</a>
IFB Closing Date:	April 22, 2025 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes <a href="mailto:Erin.Motes@huntsvilleal.gov">Erin.Motes@huntsvilleal.gov</a> (256) 256-427-5056
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original
City File Reference:	Automated Refuse Cart Collection for Huntsville Housing Authority 2025

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. SERVICE REQUIREMENTS		
1	The following is a summary of the service locations: 1. Brookside 2. Butler Terrace 3. Butler Terrace Addition 4. Lincoln Park 5. Northwoods 6. Northwoods Addition 7. Sparkman Homes 8. Searcy Homes	*	
2	Provide once a week automated refuse collection for approximately 1,385 units within the Huntsville Housing Authority on a schedule directed by the Sanitation Division.	*	
3	Holiday collection schedules for these units will coordinate with the City of Huntsville's collection schedule.	*	
4	The City of Huntsville will not serve as a mediator of requests or complaints generated by the collection of refuse or the repair and/or replacement of these automated carts. All customer service issues within this contract will be responded to and resolved by the Contractor in a timely manner.	*	
	II. AUTOMATED CARTS & MAINTENANCE		
5	The successful Contractor shall provide all automated carts servicing the Huntsville Housing Authority and shall have all carts delivered and in place on scheduled dates provided by the Sanitation Division.	*	
6	The successful Contractor will provide carts bearing the Contractor's name and phone number.	*	
7	The Contractor will be responsible for all repairs and/or replacement of carts. Replacement carts must be of equal quality and size.	*	
8	The Contractor agrees to provide automated carts and services as outlined within this bid to any additional units in which the Huntsville Housing Authority builds or incorporates and deem as part of the Huntsville Housing Authority.	*	
	III. MONTHLY CONTRACTOR PAYMENTS		
9	The determination of the number of units collected shall be calculated based on the number of actual units billed that month by Huntsville Utilities. The City will provide a monthly summary statement to the successful Contractor no later than the 15th of each month.	*	
10	The Contractor will provide an invoice from the Huntsville Utilities monthly summary statement.	*	
	IV. REFERENCES & OTHER		
11	The Bidder must submit references for similar contracts/bids for three (3) customers. The form is provided below.	*	
12	The Bidder must disclose the details of any bankruptcy, disbarment or contracts wherein the Bidder was determined to be in default, which have occurred within the past five (5) years.	*	

**REFERENCES:**

Customer Name	Contact Name	Phone Number
MADISON COUNTY	JENNIE WEATHERLY	(256) 532-3657
CITY of HUNTSVILLE	CARRIE POWEN	(256) 564-8060

## APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: # 1

Description of Good/Service	Unit Price
(** Approximately 1385 Units)	
Automated Refuse Cart Collection Service for Huntsville Housing Authority - Monthly Service Rate Per Unit	\$ 32.00/

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Michael McClun  
Printed legal name of Bidder

[Signature]  
Signature

General Manager  
Printed name of individual/corporate officer/general partner/joint venturer AND Title

4/29/25  
Date

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): BFI Waste Services, LLC  
DBA Republic Services of Huntsville
- City of Huntsville current taxpayer identification number (if available): 129  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>602-778 ALABAMA</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature] Title (if applicable): General Manager  
Type or legibly write name: Michael McClary Date: 4/29/25





# Alabama Secretary of State



<b>BFI Waste Services, LLC</b>	
Entity ID Number	000-602-778
Entity Type	Foreign Limited Liability Company
Principal Address	18500 NORTH ALLIED WAY PHOENIX, AZ 85054
Principal Mailing Address	18500 NORTH ALLIED WAY PHOENIX, AZ 85054
Status	Exists
Place of Formation	Delaware
Formation Date	10/10/2000
Qualify Date	10/25/2000
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	NON-HAZARDOUS SOLID WASTE MANAGEMENT & ALL LAWFUL ACTIVITY
<b>Annual Reports</b>	
Report Year	<u>2022</u> <u>2023</u>
<b>Transactions</b>	
Transaction Date	12/18/2000
Miscellaneous Filing Entry	AMENDMENT FILED SOLE MEMBER IS BFI WASTE SYSTEMS OF NORTH AMERICA, INC.
Transaction Date	11/09/2006
Principal Office Changed From	15880 N GREENWAY HAYDEN LOOP STE 100 SCOTTSDALE, AZ 85260
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
<b>Scanned Documents</b>	
Document Date / Type / Pages	<u>10/25/2000</u> <u>Certificate of Formation</u> <u>1 pg.</u>

BFI Waste Services, LLC	
Document Date / Type / Pages	<u>12/18/2000</u> <u>Miscellaneous Entry</u> <u>1</u> <u>pg.</u>
Document Date / Type / Pages	<u>11/09/2006</u> <u>Principal Address Change</u> <u>2 pgs.</u>
Document Date / Type / Pages	<u>03/08/2010</u> <u>Registered Agent</u> <u>Change</u> <u>1 pg.</u>
Document Date / Type / Pages	<u>03/04/2024</u> <u>Articles of Amendment</u> <u>3 pgs.</u>

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**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

BFI WASTE SERVICES, LLC

Doing-Business-As Name of Proposer:

DBA REPUBLIC SERVICES OF HUNTSVILLE

Principal Office Address:

18500 NORTH ALLIED WAY  
PHOENIX, AZ 85054

Telephone Number:

(480) 627-2700

Fax Number:

N/A

Form of Business Entity [check one ("X")]

Corporation

X

Partnership

\_\_\_\_\_

Individual

\_\_\_\_\_

Joint Venture

\_\_\_\_\_

Other (describe):

\_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

10-25-2000

Location of incorporation:

DELAWARE

The corporation is held:

Publicly X Privately \_\_\_\_\_

Names and titles of corporate officers:

SEE COMPUTE DATA SHEET ATTACHED

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General\_Limited \_\_\_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes\_No \_\_\_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes \_\_\_\_\_ No \*  
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes \_\_\_\_\_ No \*  
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes \_\_\_\_\_ No \*  
If "Yes," Name (s) \_\_\_\_\_

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"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. ACKNOWLEDGEMENTS

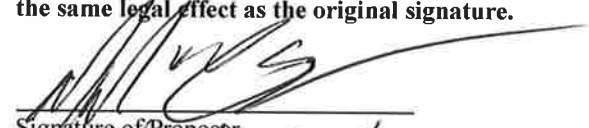
I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

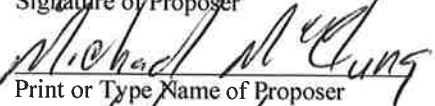
I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.


By signing this submittal, the Bidder 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.


I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

  
Signature of Proposer

  
Print or Type Name of Proposer

  
Date

  
Legal Name of Firm

  
Mailing Address

  
City

State

Zip Code

  
Phone

Fax

  
Email Address

  
Website Address



Company ID Number: 40635  
Client Company ID Number: 356205

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), BFI Waste Services, LLC (Employer), and LawLogix Group, Inc. (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 40635  
Client Company ID Number: 356205

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

**Employer** BFI Waste Services, LLC

Alexander U  
Name (Please Type or Print)  
Signature

Director - Employment Practices  
Title  
9/21/10  
Date

**Designated Agent** LawLogix Group, Inc.

**Craig Duff**

Name (Please Type or Print)

Title

Electronically Signed  
Signature

09/08/2010  
Date

**Department of Homeland Security – Verification Division**

Name (Please Type or Print)

Title

Signature

Date

**Information Required  
For the E-Verify Designated Agent Program**

**Information relating to your Company:**