

SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	INVITATION TO BID								
BID TITLE LANDFILL SERVICES			BID NO. 9061-111219-1								
PAGE 1 OF <u>18</u> PAGES	BIDS WILL BE OPENED AT 2:00 PM ON NOVEMBER 12, 2019 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SUCH DATE & TIME.		ISSUE DATE 10/24/2019								
 <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table style="width: 100%; border: none;"> <tr> <td>PHYLLIS W. ODOM</td> <td>LEE BUSBY</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>KIP TYNER</td> </tr> <tr> <td>CYNTHIA LEE ALMOND</td> <td>EDDIE PUGH</td> </tr> <tr> <td>SONYA MCKINSTRY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> DAVID COGGINS</p>		PHYLLIS W. ODOM	LEE BUSBY	RAEVAN HOWARD	KIP TYNER	CYNTHIA LEE ALMOND	EDDIE PUGH	SONYA MCKINSTRY		<p>Vendor Information (SECTION TO BE COMPLETED BY VENDOR)</p> <hr/> <p>Company Name (Please Print)</p> <hr/> <p>Phone Number Fax Number</p> <hr/> <p>Email Address</p>	
PHYLLIS W. ODOM	LEE BUSBY										
RAEVAN HOWARD	KIP TYNER										
CYNTHIA LEE ALMOND	EDDIE PUGH										
SONYA MCKINSTRY											

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) Our enclosed Bid forms are to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (f) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (g) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (h) Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, Alabama 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid, or if,
 - 2. The bid does not strictly conform to the law or requirement of bid, or if,
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BIDS

- (a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.
- (b) Bids may be withdrawn prior to the time set for the bid opening.
- 6. LATE BIDS OR MODIFICATIONS**
- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.
- 7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS**
- If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.
- 8. DISCOUNTS**
- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.
- 9. SAMPLES**
- Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.
- 10. AWARD OF CONTRACT**
- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.
- (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
- (d) Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.
- 11. DELIVERY**
- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
- (b) Deliveries are to be made during regular business hours.
- 12. CONDITION OF MATERIALS AND PACKAGING**
- All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.
- 13. CLAIMS**
- Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.
- 14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**
- Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).
- 15. PROVISION FOR OTHER AGENCIES**
- Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.
- 16. COLLUSION**
- The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
- 17. VARIANCE IN CONDITIONS**
- Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.
- 18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**
- The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit the City's website at www.tuscaloosa.com.

SPECIAL CONDITIONS

The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature and manufacturer's specifications plus any supplemental information necessary for comparison purposes must be submitted with the bid or the bid on that item will be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Any exceptions taken to any item(s) must be fully explained in written detail on bidders' letterhead and attached to the bid when submitted.

Awards shall be made or contracts entered into with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by the Division of Purchasing. The Division of Purchasing reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards.

The issuance of a City of Tuscaloosa Purchase Order or Purchasing Card is required to constitute a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted.

Questions concerning the bid process should be directed to David Coggins at (205) 248-5186 or dcoggins@tuscaloosa.com (e-mail is preferred). Questions concerning Specifications should be directed to Stacy Vaughn at (205) 248-4900 or svaughn@tuscaloosa.com.

Any addendums issued for this bid will be posted on the City Of Tuscaloosa website at <http://www.tuscaloosa.com/bids>. It is the responsibility of the bidder to check this page for any addendums before submitting their bid.

Vendor to submit all information and forms as instructed in Bid Proposal. Failure to include any requested documents and/or information may submit bid to rejection.

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.

VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.

Bid submissions shall be submitted in a sealed envelope and addressed to: David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401. The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. Failure to properly address and label sealed envelope may result in bid rejection.

SECTION ONE**NOTICE TO BIDDERS FOR LANDFILL SERVICES**

The work required in this contract consists basically of the following:

BASE BID: The acceptance and disposal of construction/demolition waste or rubbish collected by the City of Tuscaloosa from April 1, 2020 through March 31, 2023.

ALTERNATE BID: The acceptance and disposal of construction/demolition waste or rubbish collected by the City of Tuscaloosa from April 1, 2020 through March 31, 2023, in either Area 1 or Area 2, as depicted upon the map of the City attached to the specifications and contract documents. *Quantities are subject to amounts, limitations and conditions noted in the Contract Documents.

The bids are to be enclosed in a sealed envelope addressed to the Purchasing Agent, City of Tuscaloosa, 2201 University Blvd, Tuscaloosa, Alabama, 35401; and marked as referenced on page 1, the Title Page, including "BID ENCLOSED", the Bid Title, Bid Number, and "Attention: Purchasing Agent".

(CONTRACTOR TO FURNISH)

BASE BID. If the City elects to award the Base Bid, the Contractor will provide a construction/demolition landfill approved by the Alabama Department of Environmental Management (ADEM), and of sufficient size and operational capability (hereinafter sometimes referred to as "C-D Landfill") to accept and properly dispose of approximately 600 cubic yards per day, generally four days a week, of City collected construction/demolition waste or rubbish. The base bid C-D Landfill must be conveniently located within two (2) miles of the City of Tuscaloosa Corporate Limits.

ALTERNATE BID. If the City elects to award the Alternate Bid, the Contractor will provide a C-D Landfill for either Area 1 or Area 2 as depicted upon the map of the City attached to the specifications and contract documents, which is adopted herein by reference, meeting the following location requirements:

- Must be located within no more than two (2) statute miles of the boundary of the Area it is to serve.
- Cannot be within the other Area.
- The C-D Landfill for Area 1 must be located South of a line represented by 15th Street/Veterans Memorial Parkway and logical extensions thereof as it divides the City and its police jurisdiction and the C-D Landfill for Area 2 must be located North of said line.

Each C-D Landfill for each Area must be approved by the Alabama Department of Environmental Management (ADEM) and of sufficient size and operational capability to accept and properly dispose of approximately 300 cubic yards per day, generally four days a week, of City collected construction/demolition waste or rubbish.

Provided; however, in either the base bid or alternate bid, the City will continue and possibly expand its recycling program and may operate a composting program for any portion of its construction/demolition waste or rubbish or it may contract for said services.

(CITY TO FURNISH)

The City may utilize its own trucks and trailers to collect the construction/ demolition waste or rubbish but reserves the right to contract for such services. The City may continue its operations of collection of construction/demolition waste or rubbish.

SECTION TWO

ADVERTISEMENT FOR BIDS FOR LANDFILL SERVICES

Sealed bids will be received by the City of Tuscaloosa, in the Office of the Purchasing Agent on the 12th day of November, 2019, until 2:00 o'clock PM, local time, and then publicly opened and read for the providing of a construction and demolition landfill (C-D Landfill) site or sites.

The general character of the services to be provided is a base bid for a single site or alternate bids for multiple sites for the disposal of construction demolition waste and rubbish in an Alabama Department of Environmental Management approved C-D Landfill located in accordance with the Notice, specifications, maps, details, Instructions to Bidders and Contract Documents which are available and on file in the Office of the Purchasing Agent of the Finance Department of the City located at 2201 University Boulevard, Tuscaloosa, Alabama 35401.

THE BID BOND ACCOMPANYING THE BID, AS WELL AS ALL OTHER BONDS AND INSURANCE CERTIFICATES, SHALL BE MADE BY A SURETY COMPANY OR INSURANCE COMPANY DOING BUSINESS BY AGENT IN TUSCALOOSA COUNTY.

Each bidder must submit with his bid a certified check or bid bond in an amount of not less than One Thousand Dollars (\$1,000.00), the Payee of such check or Obligee of such bond shall be the City of Tuscaloosa, Alabama.

No bid may be withdrawn for a period of sixty (60) days after the scheduled time for opening bids.

A Performance Bond or a Letter of Credit in the amount of \$50,000.00 is required.

Proof of Workmen’s Compensation, Automobile and Vehicle Liability and General Liability Insurance is required.

The City reserves the right to reject any and all bids and to waive any informality.

CITY OF TUSCALOOSA

BY:
WALTER MADDOX, MAYOR

SECTION THREE

INSTRUCTION TO BIDDERS FOR TRASH LANDFILL SERVICES

1. Intention: The Instruction to Bidders, Contract Agreement, any modifications to Contract Agreement, Bid and Proposal, shall cover the complete work to which they relate.

2. Definitions: Where the following words, or the pronouns used in their stead, occur herein, they shall have the following meaning:

"Area 1" or "Area 2", Designated areas of the City as depicted on the map attached to the Invitation and Notice of Bids and adopted by reference in the Contract Documents. These Areas are relevant in the event the City elects to award the alternate bids whereby it contracts with the lowest responsible, responsive bidder in each of the two designated Areas.

"City" or "Owner" Shall mean the City of Tuscaloosa, Alabama.

"Construction/Demolition (CD) Waste" Waste building materials, packaging, and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings, and other structures. Such waste include, but are not limited to, masonry materials, sheet rock, roofing waste, insulation (not including asbestos) rebar, scrap metal, paving materials, and wood products. Uncontaminated concrete, soil, brick, rock and similar materials are included in this definition. Such term does not include any item the City determines is recyclable or grit or sludge from water or wastewater operations.

"Contractor" shall mean the successful bidder(s) awarded by the City being the party of the first part to the agreement or the legally authorized representative of such party.

"Gender": A word importing one gender shall if appropriate extend to and be applied to the other gender. The masculine shall include the feminine and vice versa, unless the contest clearly indicates otherwise.

"Rubbish" nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes. Combustible rubbish includes paper, rags, carton, wood, furniture, rubber, plastics, yard trimmings, leaves, stumps, limbs and similar materials. Noncombustible rubbish includes glass, tires, crockery, metal cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees F. Uncontaminated concrete, soil, brick, rock, and similar materials are included in this definition. Such term does not include any item the City determines is recyclable or grit or sludge from water or wastewater operations.

"Singular/Plural": the singular shall include the plural and vice versa, unless the context clearly indicates otherwise.

3. Work to be Done: Contractor will provide a C-D Landfill permitted by ADEM in the sufficient size and operational capability to accept and properly dispose of approximately 600 cubic yards per day for Base Bid and 300 cubic yards per day for each Alternate Bid, generally four days a week, of City collected construction/demolition waste or rubbish. The base bid C-D Landfill must be located within two (2) miles of the City of Tuscaloosa Corporate Limits. The Alternate Area Bids C-D Landfill locations must meet the requirements in the Notice to Bidders and Contract Documents.

4. Blanks: All bids must be made upon the blanks hereunto annexed and shall state the amount bid for each item as shown for which the bid is submitted.

5. Bids Opened in Public: Bidders are invited to be present at the opening of proposals, which will be in public.

6. Right to Reject Bids: The City reserves the right to reject any or all bids and/or to waive informalities. No bids will be received after time set for opening proposals. Any unauthorized conditions, limitations or provisions attached to the

proposal, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.

7. Awarding of Contract: In awarding the contract, the City reserves the right to select the types of C-D Landfill services and sites best suited to its needs. Any award made will be to the lowest responsible, responsive bidder meeting City specifications. Provided; however, the City reserves the right to award the contract or contracts as Base Bid or Alternates based upon its determination of what is in the best interest of the City.

8. Quantities of Construction/Demolition Waste or Rubbish: The City is presently depositing approximately 600 cubic yards per day of CD material, generally four days a week. If the City elects to award the Alternate Bid, it anticipates depositing approximately 300 cubic yards per day of CD material at each of the Area 1 and Area 2 CD Landfills. Amounts of deposits by the City will fluctuate with the seasons. There is no guaranteed level or volume for the amount to be delivered for disposal of construction/demolition waste or rubbish. Notwithstanding the stated amounts, the Bidder must accept all CD waste and rubbish as defined herein delivered to it by the City or by its Contractors for disposal. Provided; however, in either event the City will continue and possibly expand its recycling program and may begin and operate a composting program for any portion of its construction/demolition waste or rubbish or it may contract for said services.

9. Bids: The bids are to be enclosed in a sealed envelope addressed to the Purchasing Agent, City of Tuscaloosa, 2201 University Blvd, Tuscaloosa, Alabama, 35401 and marked as referenced on page 1, the Title Page, including "BID ENCLOSED", the Bid Title, Bid Number, and "Attention: Purchasing Agent".

10. Bonds and Insurance: Each bid must be accompanied by a certified check drawn to the order of the City of Tuscaloosa, or by a bid bond with good and sufficient surety with obligation to the City of Tuscaloosa, for an amount equal to \$1,000.00, to guarantee that the successful bidder shall enter into a contract with the City of Tuscaloosa for the disposal of construction/demolition waste or rubbish. Before commencing said work, the successful bidder will execute a performance bond with good and sufficient surety payable to the City of Tuscaloosa in the amount of \$50,000.00 or a Letter of Credit in the amount of \$50,000.00 for a financial institution approved by the City of Tuscaloosa which guarantees that if the contractor is in default of the terms of the contract, then the City will be paid \$50,000.00 by said financial institution.

Adequate Workmen's Compensation Insurance, General Liability and Automobile Insurance will be required as provided for in the General Conditions of the contract documents.

THE BID BOND ACCOMPANYING THE BID, AS WELL AS ALL OTHER BONDS AND INSURANCE CERTIFICATES, SHALL BE MADE BY A SURETY COMPANY OR INSURANCE COMPANY DOING BUSINESS BY AGENT IN TUSCALOOSA COUNTY.

The surety on the above bonds shall be a surety company authorized to do business in Alabama and engaged in doing business in Tuscaloosa County. Said bond and surety shall be subject to the approval of the City Attorney or his designated representative.

11. Return of Checks: The City will, within ten (10) days following the opening of bids, return the certified check or bid bond of all bidders, except the checks or bonds posted by the three lowest bidders and upon the final awarded and execution of contract the remaining checks or bonds shall be promptly returned. No interest will be paid by the City upon return of bid bonds or checks.

12. Qualifications of Bidders: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and provide the services contemplated therein. Bidder must hold and maintain a current valid permit issued by ADEM to operate a CD Landfill in the specified cubic yard volumes and said landfill must be of sufficient size and operational capabilities to accept and properly dispose of the CD materials in the quantities indicated herein.

Where the City elects to prequalify contractors prior to bidding, it shall be understood that such pre-qualifications may be general in nature and shall not limit the City's right to make additional investigations and to reject any Proposal if the Bidder fails to satisfy the City that the Bidder is properly qualified.

Joint ventures shall not be considered acceptable bids.

13. Location of C-D Landfill:

Base Bid Landfill Site must be conveniently located within two (2) miles of the City of Tuscaloosa Corporate Limits.

Alternate Bid Landfill Sites:

- Must be conveniently located within no more than two (2) miles of the boundary of the Area it is to serve.
- Cannot be within the other Area.
- The C-D Landfill for Area 1 must be located South of a line represented by 15th Street/Veterans Memorial Parkway and logical extensions thereof as it divides the City and its police jurisdiction and the C-D Landfill for Area 2 must be located North of said line.

Regardless of whether the City elects to award the Base Bid or the Alternate Bids, the C-D Landfill site must be in a location that is convenient, reasonably accessible, does not impair or impede the efficient operations of the City and promotes the expeditious delivery of material by the City or its contractors. The successful Bidder must maintain all accesses to the C-D Landfill site in such a manner as to facilitate access by City crews and equipment in all conditions.

14. Determination of Contract Award: In determining the bidder to whom the contract or contracts may be awarded, the City reserves the right:

- A. To select the **services** best suited to its needs.
- B. To determine the lowest responsible bidder by taking into consideration, in addition to all things authorized by statute or case law, the following information:
 - 1) A current financial statement of the bidder;
 - 2) An accurate inventory of equipment to be used on the work;
 - 3) A list of key personnel to be used on the work and detailed histories of their experience;
 - 4) A list of similar work performed by the firm with the same name as the name in the proposal in the last five years;
 - 5) A list of five references familiar with the bidder's ability, experience, skill and integrity;
 - 6) A statement of bidder pertaining to bankruptcies, judgments, liens or litigations within the last five (5) years. This shall also apply to each company officer and the key personnel on the project;
 - 7) Evidence of approval from Alabama Department of Environmental Management of a C-D Landfill.
 - 8) Information regarding ownership or leasing of property for said landfill.
 - 9) Whether or not, awarding the contract at Base Bid or as Alternate Bids will be more cost effective, efficient and in the best interest of the public health safety and welfare.
 - 10) ADEM permit limits, requirements and past record of compliance, including all Notices of Violation (NOV) for the past three years with details on the NOV and documentation of compliance.
 - 11) Award will be made on Alternate Bid basis only if the City receives bids for both Area 1 and Area 2, that meet the requirement of the Contract Documents.
 - 12) If the City elects to award the Alternate Bid, there may be two awards and two separate contracts.

The information required hereinabove shall be furnished by the bidder at the request of the City.

15. Examination of Contract Documents and of the Site of the Project: Before submitting a proposal for the project, the bidders shall carefully examine the Contract Documents.

16. In State Bidder Preference: Pursuant to Ala. Code §39-3-5 (1975), in the letting of public contracts in which municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidders' state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Ala. Code §39-2-12 (1975), be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of the domicile of the nonresident.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney-at-law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of a public contract.

17. Times of Operations: The Contractor agrees to keep the C-D Landfill open and operational and to provide adequate passable entry and exit ways from 7:00 a.m. until 5:00 p.m. on each day of the week other than Saturday and Sunday. The C-D Landfill shall not be closed on any weekday that the City and/or its contractors are operational and collecting C-D waste and rubbish. The Contractor's C-D Landfill holidays must correspond to those of the City. In the event emergency conditions are declared by the Mayor of the City, the Contractor agrees to keep the C-D Landfill open for disposal of any amount of construction/demolition waste or rubbish generated or created by such emergency conditions, at the bid prices.

18. Landfill Conditions: The Contractor agrees to keep the C-D Landfill in safe and operational condition to the best of their ability. As conditions warrant, Contractor shall make repairs to Landfill roads in a timely manner to insure that City equipment can operate safely and efficiently. In the event City equipment becomes stuck due to unsafe or unsatisfactory conditions, Contractor will tow vehicles out. Contractor shall not push vehicles out unless towing is not feasible or possible. If it becomes necessary for Contractor to push City vehicles, Contractor shall be liable for any damage caused to said City vehicles by the pushing.

The City shall reserve the right to inspect the C-D Landfill at any time within Times of Operation without notice. The City also reserves the right to take waste to the alternate C-D Landfill (if an Alternate Bid is awarded) in the other Area in the event conditions are deemed by City personnel not to be safe and operational.

[END INSTRUCTION TO BIDDERS]

SECTION FOUR

PROPOSAL

NOTE TO BIDDER: Use BLACK ink for completing this Proposal form.

To: City of Tuscaloosa; Attention: Purchasing Agent

Address: 2201 University Blvd.

Tuscaloosa, AL 35401

Project Title: Landfill Services

Project No.: 9061-111219-1

BIDDER:

The name of the Bidder submitting this Proposal is _____

doing business at _____
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

Bidder's contact person for additional information on this Proposal:

Name: _____ Telephone: _____

ALL BIDDERS MUST PROVIDE A COPY OF THEIR CURRENT ADEM PERMIT.

BASE BID

If the City elects to award the Base Bid, the Bidder agrees to accept as full payment the following amounts from the City for providing a conveniently located construction/demolition landfill in accordance with the terms and conditions of the Proposal and Contract Documents, permitted by ADEM for the specified volume or greater, of sufficient size and operational capability, to accept and properly dispose of approximately 600 cubic yards per day, generally four days a week, of City collected construction/ demolition waste or rubbish, the following:

Tipping Fee per cubic yard for year 1 (04/01/2020 – 03/31/2021) \$_____per cubic yard.

Tipping Fee per cubic yard for year 2 (04/01/2021 – 03/31/2022) \$_____per cubic yard.

Tipping Fee per cubic yard for year 2 (04/01/2022 – 03/31/2023) \$_____per cubic yard

All cubic yard rates SHALL INCLUDE the mandatory \$0.25 per cubic yard ADEM disposal fee.

Location of proposed C-D Landfill and directions to site:

ALTERNATE BID

If the City elects to award the Alternate Bid, the Bidder agrees to accept as full payment the following amounts from the City for providing a conveniently located construction/demolition landfill in either Area 1 or 2 as the case may be, in accordance with the terms and conditions of the Proposal and Contract Documents, permitted by ADEM for the specified volume or greater, of sufficient size and operational capability, to accept and properly dispose of approximately 300 cubic yards per day, generally four days a week, of City collected construction/demolition waste or rubbish:

Tipping Fee per cubic yard for year 1 (04/01/2020 – 03/31/2021) \$ _____ per cubic yard.

Tipping Fee per cubic yard for year 2 (04/01/2021 – 03/31/2022) \$ _____ per cubic yard.

Tipping Fee per cubic yard for year 2 (04/01/2022 – 03/31/2023) \$ _____ per cubic yard

All cubic yard rates SHALL INCLUDE include the mandatory \$0.25 per cubic yard ADEM disposal fee.

Alternate Bid for C-D Landfill to serve Area _____. (Indicate Area 1 and 2).

Location of proposed C-D Landfill and directions to site.

NOTE: Award will be made on Alternate Bid basis only if the City receives bids for both Area 1 and Area 2, that meet the requirements of the Contract Documents.

BIDDER'S DECLARATION AND UNDERSTANDING:

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has checked and verified the completeness of the Contract Documents.

The Bidder understands and agrees that if a contract is awarded, City may elect to award a contract that best serves in the interests of the City.

The Bidder further declares that he has carefully examined the Contract Documents for the services to be provided and has checked and verified the completeness of the Contract Documents, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this Proposal.

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be decreased,

he also understands and agrees that payment will be made on actual quantities at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities.

The Bidder further agrees that he has checked and verified the completeness of the Contract Documents.

The Bidder understands and agrees that if a Contract is awarded, the City may elect to award a Contract that best serves the interests of the City.

The Bidder further declares that he has carefully examined the Contract Documents for the service to be provided for the construction/demolition or waste disposal of the project and has checked and verified the completeness of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION BONDS, AND EVIDENCE OF INSURANCE

The Bidder agrees that if this Proposal is accepted, he will, after receiving Notice of Award, sign the Contract, in the form annexed hereto, and will at that time, deliver to the City the executed contract, Performance Bond, and evidence of insurance required herein, and will, to the extent of his bid, furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

The undersigned further agrees that, in case of failure on his part to execute that said contract and provide all bonds and insurance required by the advertisement to bidders, instructions to bidder, notice to bidders or contract documents within ten (10) consecutive calendar days after written notice is given of the award of the contract to him, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid to the City as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Bidder further agrees that the bid price stated herein include specific consideration for the insurance coverages, including contractual liability, specified in the Contract Documents.

LIQUIDATED DAMAGES AND ACTUAL DAMAGES

In the event the Bidder is awarded the contract and fails for any period of time to provide services in all respects beginning April 1, 2020, as set forth in the Contract Documents, the Bidder shall pay \$250 per day until the Bidder resumes compliance and performance with the Contract Documents. Additionally, actual damages shall be paid to the City for any monies paid by the City for alternate services until contract completion is achieved, as well as any fines associated with such delays.

Liquidated and actual damages for failing to meet contractual obligations shall be cumulative.

The City shall not waive any other rights by collecting such liquidated damages and actual damages or waiving same.

The amounts of such liquidated damages and actual damages incurred by reason of failure to complete the work stipulated in the Contract are hereby agreed upon as reasonable estimates of the costs which may be accrued by the City. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor.

The City shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

SALES AND USE TAXES

Sales tax, use taxes, and other applicable taxes shall be paid by the Contractor, except to the extent as provided for by executed sales and use tax agreements if utilized.

EXPERIENCE OF BIDDER:

The Bidder submits the following list of at least three clients for whom projects involving construction/demolition waste or rubbish for entities that have been performed within the past 5 years.

1. _____

Name of Client		Telephone Number
_____		_____
Street		City
_____		_____
Facility	Size	Date
_____	_____	_____

2. _____

Name of Client		Telephone Number
_____		_____
Street		City
_____		_____
Facility	Size	Date
_____	_____	_____

3. _____

Name of Client		Telephone Number
_____		_____
Street		City
_____		_____
Facility	Size	Date
_____	_____	_____

SURETY:

If the Bidder is awarded a contract on this Proposal, the Surety who provides the Performance Bond/Letter of Credit will be:

_____ whose address is

Street City State Zip

If Sole Proprietor or Partnership:

IN WITNESS WHEREOF, the undersigned has set his (its) hand this ____ day of _____, 20_____.

Signature of Bidder

Title

If Corporation:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers, this _____ day of _____, 20_____.

(SEAL) _____
Name of Corporation

By _____

Title

Attest _____
Secretary

The Bidder further proposes and agrees hereby to commence work under his contract on April 1, 2020.

The undersigned further agrees that, in case of failure on his part to execute the said contract and all bonds required by the advertisement of Bidders, Instructions to Bidders, Notice to Bidders or Contract Documents within ten (10) consecutive calendar days after written notice is given of the award of the contract to him, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid to the City as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Attached hereto is a (Bid Bond) or (Check) for the sum of _____ according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this _____ day of _____, 20_____.

BY: _____

Title

(NOTE) If the Bidder is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and residences of persons or parties interested in the foregoing bid, as principals, are as follows:

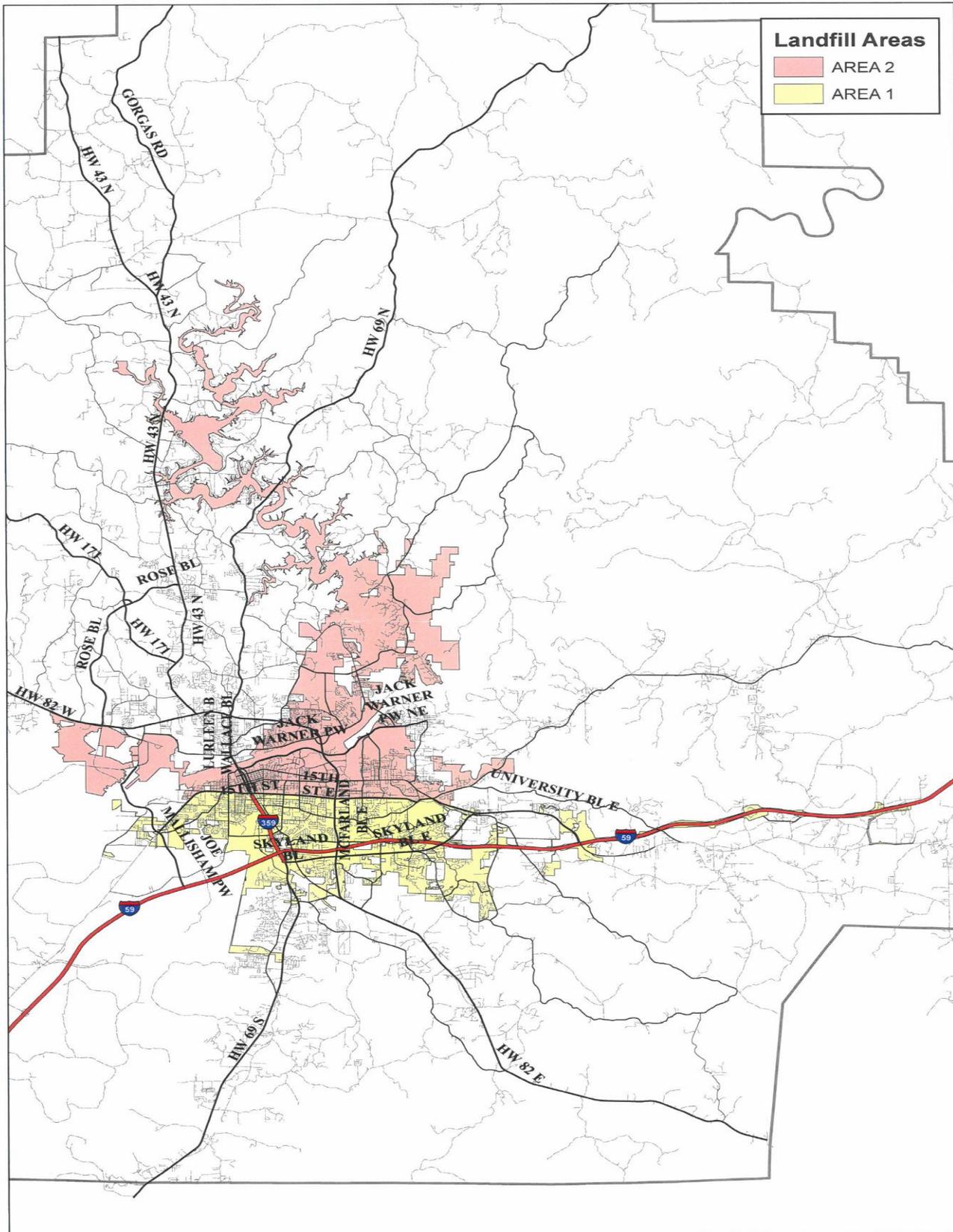
The name and address of the bidder to whom all notices and other communications may be mailed or delivered as provided herein:

BIDDER

ADDRESS

[END OF BID PROPOSAL]

AREA MAP



BIDDER'S RESPONSE FORM

MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

COMPANY NAME: _____

CONTACT PERSON: _____

COMPLETE MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

COPIES SUBMITTED:

_____ **VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.**

Awarded bidder(s) may be required to obtain a City of Tuscaloosa business license in order to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City's Revenue & Financial Services Division at (205) 248-5200. Failure to obtain and maintain required city business license(s) may result in rescinding of bid award and contract termination.

Note: 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.

FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.