

## INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

**NOTICE IS HEREBY GIVEN** that the County Commission of Baldwin County, (“Commission”), Alabama, will receive bids in the Purchasing Office on July 10, 2015 at 1:00 P.M., for the Dumpster Service Garbage Collection and Disposal for the Baldwin County Commission. Bids will be opened on July 10, 2015 at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after the July 10, 2015 at 1:00 P.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is “received” at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

### **SEE ATTACHED SPECIFICATIONS**

This invitation package consists of TWELVE (12) pages. Bidders shall verify that have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

### **GENERAL BID INFORMATION**

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to Wanda Gautney in writing or by e-mail (wgautney@baldwincountyal.gov) in sufficient time for a reply before submission date of bids. The Commission cannot, and does not, guarantee that such inquiries sent by mail or e-mail will be received timely or prior to the required submission date and time. It is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 if a reply is not received.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with a county official will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

### **BIDDER QUALIFICATIONS**

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

**All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**

**All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov) Please complete and submit with your Bid Response the E-Verify package.**

#### **PREPARING THE BID**

Bids must be typed or hand written in ink. A bid submitted in pencil is unacceptable. The Bid Guarantee and Bid Response Form must be the original paperwork; copies are not acceptable. All required paperwork must be received in the sealed Bid Package.

These specifications exhibit the general intent and purpose of Baldwin County regarding this bid; and they shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail. The bidder also agrees that the work and materials not indicated, or expressly mentioned in these specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work the same as if fully and expressly indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled "**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the

bid inside the Bid Package. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

- (1) Cost using material as specified.
- (2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

**IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID.** Such bid guarantee shall be in the form of a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

#### **SUBMITTING THE BID**

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the Bidder at the County's discretion.

Bidders that are returning a **NO BID** statement shall write on the outside of the Bid Package, the **Bid Number (i.e. WG15-22) with "NO BID"** written underneath. The Bid Package will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, **(mailing) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507**. The Commission cannot guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, **"WG15-22" "DUMPSTER SERVICE GARBAGE COLLECTION AND DISPOSAL."** Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

## **BID AWARD**

The Baldwin County Commission, at its discretion, may offer an extension of the Contract awarded to the successful bidder for an additional period not to exceed twelve (12) months or until such time that a new contract can be bid and awarded. Any extension will be at the same prices, terms and conditions. Any extension must have the written approval of both the County and Awarded Bidder within sixty (60) days prior to the expiration of the original contract.

All factors stated in this invitation package will be considered in determining the successful bidder, and any omission(s) of the stated requirements may be cause for rejection of the bid (s), all as determined solely by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission reserves the right to reject any, and all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

## **TITLE 39/CODE OF AL COMPLIANCE**

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

**NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.**

Done this 22<sup>nd</sup> day of June, 2015.

Charles F. Gruber \_\_\_\_\_s/s  
CHARLES F. GRUBER, Chairman  
Baldwin County Commission

## **BID #WG15-22 SPECIFICATIONS**

### **GENERAL**

It is the intent and purpose of this bid to enter into a contract for the efficient, healthful and aesthetic collection, hauling and disposal of non-hazardous and non-infectious solid waste for County buildings and facilities of the Baldwin County Commission. County will issue individual purchase orders for each department and location participating in this contract.

Vendor must provide separate itemized billing for each unit services. **Contract will be awarded based on the pricing of the specific locations listed on the bid form as a total lot. Pricing for charges for additional dumps and unit pricing for possible future placement will not be factors in the award.**

### **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2016 and 2017), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2015 contract with its intent to extend the contract. The prices for 2015 shall also apply to the extension period(s).**

The County does not anticipate utilization of a long, formal written contract document to bind the City and the successful bidder. The County will issue purchase orders to the successful bidder as service is required. The successful bidder acknowledges by acceptance of the County purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

Successful bidder shall not assign this contract to any other party without prior written approval of the Baldwin County Commission. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective the date noted on the Notification of Award letter, which will be mailed to the successful vendor.

Should other trash collection service currently not shown on the bid form be required during the life of the contract, the County reserves the right to seek verbal bids from only the responsive respondents of this Invitation to Bid, and to make an award of these additional items to the lowest responsive, responsible bidder(s) for the remaining life of this contract.

The County's standard payment terms are net 30 days from acceptance. The County will not consider any bids requiring C. O. D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Manager, at 251-580-2520, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

The quantities on the bid form are estimated annual usage and are used for bid evaluation purposes only.

County reserves the right to modify service on an as needed basis: Units may be deleted or added; pickup frequency increased or decreased. County makes no guarantee as to the exact number of units, pickups, locations or tonnage of material to be covered under this contract. Rate bid is to include all rental rate, service, dumping fees, state mandated fees for disposal of solid waste, initial delivery and removal of the unit and any and all other items of cost not

mentioned, but are considered customary for such service. The County will not pay any additional charges during the term of this contract.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a non-responsible vendor.

The County reserves the right to cancel the contract, in whole or part, and seek new bids at any time the County determines that the service being supplied is not satisfactory and unacceptable.

Each bidder must furnish satisfactory evidence to the County that it has been continuously engaged in the business of collecting, hauling and disposing of non-hazardous and non-infectious solid waste for at least the preceding five (5) years, that it will be able to maintain operations and comply with the general specifications referred to hereinafter under all conditions, and that the bidder has all licenses and permits required to allow it to transport and dispose of non-hazardous and non-infectious solid wastes, including special wastes.

All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required. No contract will be awarded to any bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel and equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the specifications.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Manager as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the work to be done under the contract. Bidders shall thoroughly examine and be familiar with the specifications.

The bidders shall obtain all information concerning the conditions which may affect their work.

### **PREPARATION OF BIDS**

Forms furnished, or copies thereof, shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the contract. The County shall make all such documents available to the bidders.

### **BIDS FOR ALL OR PART**

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

### **BIDDERS QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

### **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **COMPENSATION INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case of a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability, with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$1,000,000.00 personal and advertising injury. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of

automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000, combined single limit, for bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be names as additional insured.

### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 each occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

Such policies shall name the Baldwin County Commission as an additional insured and shall contain an endorsement providing that the County will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Certificate of insurance must be presented to the County within 10 days of notice of award and prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama.

### **INDEMNITY AND HOLD HARMLESS PROVISION**

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Contractor. Contractor shall provide the County with proof of general liability coverage including the County as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

### **SERVICE REQUIREMENTS**

Successful bidder shall meet with a representative from the County to discuss their current needs and determine the most efficient way to fill their needs: size unit needed; number of units needed; frequency of pickup service; best location for placement of dumpster(s); best time to empty dumpster – between 6:00 p.m. and 6:00 a.m., normal work hours, etc. Vendor shall provide written document containing names, telephone numbers, fax numbers, and email address to contact when (not if) problems arise. The document should clearly indicate who to contact based on the given situation. Company must guarantee a call back within two hours, during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, if no one is available at the time the call is placed.

Dumpsters placed in service at County locations must be in good leak proof condition. No rusted out or leaking dumpsters will be allowed for placement.

Many of the dumpster sites are located in the downtown area where access is limited at times. When a schedule pickup cannot be made, due to any reason, the contractor should note and contact the County the same or following work day to reschedule the pickup for not later than the

next day. The County will not pay for any missed (and not rescheduled) pickups during a billing period. The company shall only bill for the actual number of pickups made. The County reserves the right to deduct a prorated amount from any invoice where service was billed but was not provided. Continued missed service shall be grounds to cancel the contract.

**BASIS OF BID**

Proposals for garbage collection shall be based on a weekly per unit rate billed on a monthly basis for the following locations and frequencies of collection:

<b><u>Location</u></b>	<b><u>Address</u></b>	<b><u>Qty.</u></b>	<b><u>Service Level Size</u></b>	<b><u>Frq./Week/Unit</u></b>
Baldwin Co. Courthouse	1 Courthouse Square Bay Minette	1	4 yd	5
Building Maintenance	107 South Street Bay Minette	1	4 yd	1
Sheriff's Barn	1400 Moran Street Bay Minette	1	4 yd	1
Legislative Office	203 East Oak Street Bay Minette	1	2 yd	1
Administration Building	3 <sup>rd</sup> Street, Bay Minette	1	4 yd	3
Annex V, Revenue Commission Bldg.	1705 US Hwy 31 Bay Minette	1	4 yd	2

**And any new locations as required by the Baldwin County Commission**



**BID #WG15-22 RESPONSE FORM**  
**Dumpster Service Garbage Collection and Disposal**  
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Qty	Location	Size	Freq./Week/ Unit	Unit Price/Week	Total/Week
1	Baldwin Co. Courthouse	4 yd	5		
1	Building Maintenance	4 yd	1		
1	Sheriff's Barn	4 yd	1		
1	Legislative Office	2 yd	1		
1	Administration Building	4 yd	3		
1	Annex V, Revenue Bldg.	4 yd	2		
				<b>WEEKLY GRAND TOTAL</b>	\$
				X	52
				<b>ANNUAL GRAND TOTAL</b>	\$

**Charges for extra dumps (per dump basis)**

2-yd container      \$ \_\_\_\_\_  
4 -yd container      \$ \_\_\_\_\_

**Unit Pricing for Possible Future Placements**

Size	1/Week	2/Week	3/Week	4/Week	5/Week
2-yd					
4-yd					
6-yd					
8-yd					