

INSTRUCTIONS TO BIDDERS

Residential Solid Waste Collections and Disposal

1. RECEIPT AND OPENING OF PROPOSALS

The County Commission of Chambers County, Alabama (hereinafter referred to as the "County") invites and will receive Bids on the forms attached hereto, all information on which must be appropriately completed. Bids will be received at the Office of the Commission until 8:30 A.M. CST, June 1, 2022, and publicly opened and read aloud on the aforesaid date at 9:00 A.M. CST. The envelope containing the Bid must be sealed and addressed to the County Commission of Chambers County, 2 South LaFayette Street, LaFayette, AL 36862, and plainly marked "Bid for Residential Solid Waste Collection and Disposal".

2. PREPARATION OF THE BID

If a unit price or a lump sum already entered by the Bidder on the Solid Waste Bid Submission Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it and initialed by the Bidder in ink.

The Bid received will be compared on the basis of the summation of the lump sum amounts bid and products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the Bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the Bid Form shall govern, and any errors found in said products, and in the addition, will be corrected.

Each Bid, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and plainly marked "Bid for Residential Solid Waste Collection and Disposal". The County may consider as irregular any Bid not prepared and submitted in accordance with the provisions hereof, and may waive any formalities or reject any and all Bids.

Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof.

3. BID SECURITY AND EVIDENCE OF INSURANCE

Each Bid must be accompanied by a bond or a certified check of the Bidder, drawn on a national bank, in the amount of \$100,000.00 as a guarantee on the part of the Bidder that he will, if called upon to do so, accept and enter into a Contract as attached (or such Contract as may mutually be agreed upon by the County and the selected Bidder), to do the work covered by such Bid, and at the rates stated therein, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the County and the selected Bidder have executed the Contract, or, if no Bidder's Bid has been selected within ninety (90) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as it has not been notified of the acceptance of his Bid. Each Bid must be accompanied by a certificate of insurance evidencing the coverage set forth in Section 11.00 of the Contract.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award and Contract have been mailed by the County to the Bidder by certified mail, return-receipt requested.

The bidder to whom the Contract shall be awarded will be required to execute two (2) originals of the Contract as attached hereto (or such Contract as may mutually be agreed upon by the County and selected Bidder) to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award, Bidder's Bid security may be declared forfeited to the County as liquidated damages, and the award may then be made to the next best qualified Bidder or the work re-advertised for Bids, as the County may elect. Such forfeited security shall be the sole remedy of the County.

5. SECURITY FOR PERFORMANCE

The Bid shall be accompanied by a letter from a corporate surety satisfactory to the County stating that the Performance Bond will be furnished by it to the person submitting the Bid in the event it is the successful Bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful Bidder will be required to furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond must be in the amount indicated in the Contract.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Alabama.

6. POWER OF ATTORNEY

Attorneys-in-Fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Bid including all incidentals necessary to fully complete said work in accordance with the Contract.

8. CONDITIONS

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidder shall thoroughly examine and be familiar with the Specifications. It is also expected that the Bidder will obtain information concerning the conditions of locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Bid or to the Contract. The County shall make all such documents available to the Bidder.

Except with respect to events or conditions which are not discoverable, the Bidder shall make its own determination as to conditions, and shall assume all risk and responsibility, and shall complete the work in and under conditions it may encounter or create, without extra cost to the County.

The Bidder's attention is directed to the fact that all applicable State laws, County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of the County in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing addressed to Regina Chambers, County Manager, Chambers County Commission, 2 South LaFayette Street, LaFayette, AL 36862. Any verbal statements regarding same by any person prior to the award, shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Bids shall become a part of the Contract Documents, and all Bids shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Bids will be given consideration.

Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return-receipt requested, to all prospective Bidders (at the respective address furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bids.

10. NAME, ADDRESS, AND LEGAL STATUS OF THE BIDDER

The Bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether Corporation, Partnership, LLC, or Individual shall also be stated in the Bid.

A Corporation shall execute the Bid by its duly authorized officers in accordance with its corporate By-Laws and shall also list the state in which it is incorporated. A Partnership and LLC Bid shall give full names of all partners and members. Partnerships, LLC's, and Individual Bidders will be required to state in the Bid the names of all persons interested therein.

The place of residence of each Bidder or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Bid. Anyone signing a Bid as an agent of another or others must submit with his Bid legal evidence of his authority to do so.

11. **COMPETENCY OF BIDDER**

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The County reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

The County shall require submission with the Bid of the following supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- A. An itemized list of the Bidder's equipment available or to be purchased for use on the Contract.
- B. A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.
- C. Evidence that the Bidder is in good standing under the laws of the State of Alabama and in the case of corporations organized under the laws of another State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Alabama or a sworn statement that it will take all necessary action to become so licensed if its Bid is accepted.
- D. Evidence, in form and substance satisfactory to County, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than three (3) years of actual operating experience in solid waste collection and disposal for a county of at least equal size to Chambers County.

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 11 by submitting the experience and qualifications of its parent corporation and subsidiaries of the parent.

12. **DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

- A. Evidence of collusion among Bidders.

- B. Lack of competency as revealed by either financial statements, experience, or equipment statements as submitted, or other factors as determined in the County's sole discretion.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Default on a previous governmental contract for failure to perform.

13. BASIS OF THE BID

Bids for refuse collection are solicited on the basis of rates for each type of work. Bids will be compared on the basis of the summation of rates proposed. The rates, as written out in words in the Bids, shall govern and any errors found will be corrected.

14. QUANTITIES

The Bidders will survey the County and determine the number of Residential Units to be serviced under the Contract. Should it be determined after the Contract is in force that the number of Residential Units are in error, the bid price per unit as listed in the Bid shall continue to be in force.

15. METHOD OF AWARD

The County reserves the right not to accept any Bid or to reject any or all Bids, to waive defects or irregularities in any Bid, or to negotiate with the vendor(s) on an individual basis. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Bid shall render the accompanying Bid irregular and subject to rejection (but not requiring rejection by the County). The County intends that the Contract will be awarded within thirty (30) days following the date that Bids are publicly opened and read.

16. EQUIPMENT

The Contractor will provide sufficient trucks and equipment to accomplish all work required. A list of equipment to be used must be submitted with the Bid.

17. CURBSIDE CONTAINERS

Contractor will be responsible for providing substantial containers of the size and type necessary and customarily utilized for household garbage and refuse.