



CITY OF IRONDALE, ALABAMA REQUEST FOR BID

**MSW AND GREEN WASTE DISPOSAL AT AN
APPROVED SANITARY LANDFILL BID**



INVITATION TO BID

Sealed Bid Proposals for the **MSW AND GREEN WASTE DISPOSAL AT AN APPROVED SANITARY LANDFILL BID** will be received by Irondale City Clerk's Office at Irondale City Hall, until **Thursday, May 5, 2022 until 11:00 a.m. local time** at which time they will be publicly opened and read. Bids should be delivered either by mail or hand delivery to the City Clerk's Office, Irondale City Hall, 101 20th Street South, Irondale, Alabama 35210. The outside envelope of all bids should be marked with the following language: "MSW and Green Waste Disposal at an Approved Sanitary Landfill Bid." Bids submitted after the deadline or by facsimile machine or by other electronic means will NOT be eligible for award of the contract.

The Invitation to Bid, Bid Instructions, Specifications, and Conditions, Bid Proposal Form, Contract, and any addenda issued by the City during the bid process will comprise the total bid document package ("Bid Documents") and should be read carefully. Each bidder should respond to all information requested within the Bid Documents. Each Bid Proposal Form must be signed and duly notarized. A bid proposal may be rejected by the City of Irondale if the Bid Proposal Form is not completed in its entirety. Bid proposals will be maintained as a public record at the office of the City Clerk as required by law.

The scope of work for this bid is to provide a location for the depositing of MSW and green waste collected by the City of Irondale at an approved sanitary landfill. Copies of all bid documents are available at the Office of the City Clerk, Irondale City Hall, 101 20th Street South, Irondale, Alabama 35210 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday. One set of bid documents per bidder may be obtained free of charge from the City of Irondale. Bid Documents will also be available for free download from the City's website at <https://cityofirondaleal.gov/bids>.

Bids must be submitted on proposal forms furnished by the City or copies thereof. The City reserves the right to reject any or all proposals and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

FRANK PENNINGTON
DIRECTOR OF PUBLIC WORKS

Date of publication: _____



CITY OF IRONDALE, ALABAMA

BID INSTRUCTIONS, SPECIFICATIONS, AND CONDITIONS

I. INTRODUCTION

The City of Irondale, Alabama (“City”) is requesting bids for waste disposal services at a regulated and approved sanitary landfill. The scope of work for this bid is to provide a location for the depositing of MSW and green waste collected by the City of Irondale at an approved sanitary landfill. The successful bidder must meet all of the following objectives:

1. A regulated and approved sanitary landfill that meets ADEM standards with maintained and drivable roads for easy ingress and egress. Safety measures in place to direct traffic in and out of the landfill and reasonable wait times;
2. Accurate scales and invoices system;
3. Accurate tracking, reporting, and invoicing; and
4. Convenient location to the City of Irondale to conserve fuel and employee resources.

The City of Irondale has approximately 5,500 households and generates approximately 6200 tons of waste per year.

II. BID INSTRUCTIONS AND INFORMATION

A. BID SUBMITTAL INSTRUCTIONS

1. Bid Forms: All bidders must use the attached bid proposal forms (or copies thereof) to submit their bid. No alternate or substitute forms will be accepted. All bids/responses must be typed or written in ink.
2. Submittal of Bids: All bids must be submitted in sealed envelopes that are clearly marked with the BID TITLE as shown on the cover page of these specifications. Bids must be delivered, no later than the specified bid opening date and time to the following address: City Clerk’s Office, Irondale City Hall, 101 20th Street South, Irondale, Alabama 35210.
3. Electronic Transmittal of Bids is Unacceptable: Bid submittals delivered by fax, electronic mail, or other electronic transmittal methods will NOT be accepted as qualified bids.
4. Late Bids are Not Acceptable: Late bids will **not** be opened nor accepted as qualified bids.



5. Notice of Award: Records showing the successful bidder and prices will be kept on file with the City Clerk's Office and may be examined upon request.
6. Bid/Contract Documents: Bidders are asked to retain these instructions, conditions, and specifications for future reference. This document and its attachments will become your contract with the City of Irondale if you are the successful bidder.
7. Inquiries: All questions regarding this bid should be directed to:

Name: Frank Pennington
Address: 101 South 20th Street
Irondale, Alabama 35210
E-mail: fpennington@cityofirondaleal.gov
Phone: (205) 283-6725

B. RECEIPT AND OPENING OF BIDS

1. Bids will be received by the City at the office of City Clerk's Office, Irondale City Hall, 101 20th Street South, Irondale, Alabama 35210 on or before Thursday, May 5, 2022 until 11:00 a.m. local time and then, at said office, shall be publicly opened and read aloud.
2. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof or may waive any informalities in such submittal.
3. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.
4. The right is reserved to reject any and all bids, to waive any informality in any bid, and to accept any bid considered advantageous to the City.

C. BID (PROPOSAL) FORM

1. The form of Proposal to be used by the Bidder(s) is included herein. No bid will be considered unless submitted on such form. All papers bound herein attached to the Proposal Form are an integral part thereof and must not be detached.
2. The Bidder(s) shall complete the Proposal Form using ink for writing figures, or figures may be typed. The Bidder(s) must execute the Bid correctly and must state his/her interest and/or title in the company submitting the Bid.



3. Should the Proposal Form not be fully and properly completed by the Contractor, the Bid may be deemed to be informal and as such may be cause for rejection. Bidders shall not attach any conditions or provisions to nor alter the Proposal Form in any manner whatsoever.
4. The Proposal Form shall not be altered, nor shall any conditions or provisions be attached hereto.

D. DISQUALIFICATION OF BIDS

1. The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The City reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources Bids may be disqualified before the awarding of the contract for any reason including but not limited to the following:
 - a. Failure to deliver the bid submittal as required;
 - b. Failure to sign and/or notarize the bid documents;
 - c. Failure to include requested information or other details on the bid; and/or
 - d. Excessive errors in calculating prices or total.
2. Bids may be disqualified for any other reason that may be deemed appropriate by Irondale City Officials.

E. METHOD OF AWARD

1. While the bid award may be made to the lowest bidder meeting all specifications, the City of Irondale may not award the bid on the basis of the low bid only. Quality, conformity with specifications and experience are among the factors that may be considered in determining the lowest responsible bidder. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
2. In the event the lowest responsible bidder refuses to accept all bid requirements without deviation, that bid will then be disqualified. After such refusal, the bid may be awarded to the next lowest responsible bidder meeting all specifications.
3. The City of Irondale reserves the right to award the bid in any manner that is in the best interest of the City.



F. BID AGREEMENT SHALL BE BINDING

1. The bidder agrees that this Invitation to Bid along with the bidder's proposal and supporting documentation will, when the bid has been awarded, constitute a lawful and binding agreement between the City of Irondale and the successful bidder.
2. The bidder agrees that, if awarded the bid, he/she shall furnish the services specific within this Invitation to Bid in compliance with all terms, scope of work, conditions, specifications, and any amendments which are incorporated by referenced as if fully set forth herein.

G. BID CONTRACT PERIOD

1. This contract is for an initial period of one (1) year from date of award.
2. This contract may be extended for two (2) one year terms, renewable annually, upon mutual agreement between the City of Irondale and the successful bidder.

H. BID PRICING

1. Bid prices are not to exceed four decimal places (i.e., \$1.2525).
2. Prices quoted must remain firm for the entire period of the contract including extensions and renewals.
3. In the event of a delay in awarding the bid, bid prices shall remain firm for ninety (90) days from date of bid opening.

I. EXEMPTION FROM SALES TAXES

1. The City of Irondale is exempt from all sales taxes. This statement is in no way to be construed as relieving a seller or contractor of their obligation to pay appropriate taxes to each and every authorized taxing entity.
2. A copy of Irondale's Sales Tax Exemption form/documentation may be provided to bidders upon request.

J. COMPLIANCE WITH SPECIFICATIONS REQUIRED

1. All items bid upon must meet the specifications provided herein.



K. CONDITIONS AND RESERVATION OF RIGHTS

1. Reservation of Rights – the City of Irondale expressly reserves the right to:
 - a. Waive minor deviations from specifications that do not impair overall functionality of the products;
 - b. Waive any defect, irregularity or informality in any bid procedure;
 - c. Reject or cancel any or all bids;
 - d. Reissue the bid invitation;
 - e. Extend the bid opening time and date;
 - f. Procure any item by other means;
 - g. Increase or decrease the quantity specified in the bid invitation; and/or
 - h. Consider and accept alternate bids when most advantageous to the City.

2. The City of Irondale reserves the right to purchase any item from any supplier who has been awarded an Alabama State bid contract, a GSA contract, or other contracts made in accordance with and/or authorized by state bid laws.

L. NON-COLLUSION

1. By signing the Bid Agreement Form, the bidder certifies that:
 - a. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder;
 - b. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening;
 - c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid; and
 - d. The bid is made in good faith and has not been developed or submitted pursuant to any agreement or discussion with, or inducement from, any firm or person who has submitted or is/was known to be submitting a competing bid for these items to the City of Irondale.



M. LICENSES AND PERMITS

1. Prior to issuance of any purchase orders for services, the successful bidder must obtain, if applicable, a City of Irondale Business License.
2. The successful bidder must also acquire all other licenses and/or permits required by local and state law.

N. ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS

1. Bidder agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended.
2. The following language is required by § 31-13-9(k) *Code of Alabama 1975* to be placed in all contracts covered by the Act: “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.”

III. GENERAL CONDITONS

A. LEGAL CONDITIONS

1. By tender of a bid, the Bidder is assumed to have made himself aware of all federal and state laws, and with all local ordinances and regulations which may affect the work, or those engaged or employed on the work, and no arguments or misunderstanding or misinformation regarding same will be heard by the City.
2. All bidders shall comply with the applicable legislation of the State of Alabama and the federal government that is in existence as of this Bid.

B. AWARD OF CONTRACT

1. The Contract, if awarded, will be awarded to the lowest responsive, responsible and acceptable bidder, provided a satisfactory bid has been received.



2. The City reserves the right not to accept any Proposal or to reject any or all Proposals or waive any formality in any bid. In particular, any alteration, erasure or interlineations of the Contract Documents or the Proposal may subject the Proposal to rejection by the City.
3. The City intends that the Contract shall be awarded within thirty (30) days following the date that Proposals are publicly opened and read. The contract shall be deemed as having been awarded effective upon the vote or resolution of the City Council and formal notice of such award shall be made by the City to the successful bidder.

IV. DETAILED PRODUCT SPECIFICATIONS

A. MANAGEMENT OF WASTE

The successful bidder will provide disposal services for all contracted waste streams from the City of Irondale as described in the Appendices attached hereto.

B. BILLING AND REPORTS

1. Monthly Billing. Bills must include the location, the truck number, the number of times the trucks unload, the tonnage dumped and the material hauled. The Bidder shall provide a detailed billing to the City within ten (10) days following the end of each month for services rendered hereunder. The City shall pay the successful Bidder before the 30th day following the end of the month to which the bill relates. Such billing and payment shall be based on the rate(s) set forth herein as determined by the City.
2. Monthly/Quarterly Reports. At a minimum, the successful bidder must provide reports for disposal for all waste. A summary by month is required. The successful bidder must report on material volume and weight of waste. The reports should also include the facility names used for final deposition of all materials.



V. BID PROPOSAL FORM

1. Bidder Information:

BID COMPANY: _____

ADDRESS: _____

TELEPHONE: (_____) _____ - _____ FAX: (_____) _____ - _____

CONTACT PERSON: _____ CELL: _____

EMAIL ADDRESS: _____

Alabama License: # _____

2. Bid Amount: MSW: \$ _____ Per Ton GREEN WASTE: \$ _____ Per Ton

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for MSW and Green Waste Disposal at an Approved Sanitary Landfill Bid, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth. The bid amount includes all labor, materials, equipment, overhead, profits, bonds, insurance and all other costs necessary to complete the work/services as specified within the Bid Specifications and Contract Documents.

3. Certification and Signature of Bidder:

By submitting this bid, I hereby certify that the bidder is registered to do business in the state of Alabama. The undersigned hereby agrees to furnish the work/services to the City of Irondale as outlined in the Bid Documents and has been properly authorized by any necessary corporate action to provide such work/services. I understand that the provision of the work/services is subject to all instructions, conditions, and specifications contained in the Bid Documents. By submitting this signed bid proposal, I hereby certify that I have read all Bid Documents (as defined in the Bid Instructions, Specifications and Conditions) on behalf of the bidder, including the Bid Instructions, Specifications and Conditions, and fully understand what is required to perform the work/services.



OFFICIAL BIDDER NAME (Printed): _____

OFFICIAL BIDDER TITLE: _____

OFFICIAL BIDDER: _____
SIGNATURE **DATE**

NOTARY:

Sworn to and subscribed before me on this date _____

Notary's Name

Signature of Notary Public

My commission expires on _____.



VI. CONTRACT FORM

AGREEMENT: The undersigned hereby offers and agrees to furnish the service in compliance with all terms, scope of work, conditions, specifications, and amendments within this Invitation to Bid and Bid Instructions and Specifications which are incorporated by reference as if fully set forth herein. The undersigned further agrees to honor the bid prices, attached hereto, throughout the specified term of this agreement.

BIDDER/COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

MOBILE PHONE #: _____ EMAIL: _____

Name of Authorized Company Official

Signature

Authorized Company Official's Title

Date

NOTARY:

Sworn to and subscribed before me on this date _____

Notary's Name

Signature of Notary Public

My commission expires on _____.



CONTRACT

This contract ("Contract") is entered into on this ____ day of _____, 2022, between the **CITY**
(Name and Address of the City):

The City of Irondale, Alabama
101 20th Street South
Irondale, Alabama 35210

and the **CONTRACTOR** (Name, Address and Licensing Information of the Contractor):

Name of Contractor: _____

Address of Contractor: _____

Licensing Information: _____

for the **SERVICES ("Work")** identified as MSW AND GREEN WASTE DISPOSAL AT AN
APPROVED SANITARY LANDFILL BID.

THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

1. The Contract includes, by reference, the following documents ("**CONTRACT DOCUMENTS**") which are incorporated within this Contract as if included herein:
 - a. Invitation to Bid; and
 - b. Bid Instructions and Specifications.
2. The **WORK** shall be performed by the Contractor in accordance with the Contract Documents. The City will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum, subject to additions and deductions as provided in the Contract Documents. The Work shall be commenced on a date to be specified by the City and shall be completed within the Contract Term.
3. The **CONTRACT TERM** is one (1) year from the date of execution. This Contract may be extended for two (2) one year terms, renewable annually, upon mutual agreement between the City of Irondale and the Contractor.
4. **LICENSING:** The Contractor does hereby certify that Contractor is currently licensed for _____ as required by the State of Alabama.
5. **COUNTERPARTS:** The City and Contractor have entered into this Contract as of the date first written above and have executed this Contract in sufficient counterparts to enable each contracting party to have an originally executed Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.



6. **IMMIGRATION LAW COMPLIANCE:** 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.
7. **ENTIRE AGREEMENT.** This Contract (including any agreements and exhibits referred to herein) constitutes the entire agreement among the Parties hereto and supersedes any prior understandings, agreements or representations by or among the Parties hereto, whether written or oral to the extent they relate to the subject matter hereof. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Contract.
8. **AMENDMENT, MODIFICATION, AND NON-WAIVER.** No amendment, modifications, or changes to this Contract shall be binding upon either party hereto unless set forth in a writing executed by a duly authorized officer or agent. No waiver by any party of any breach or default of any term, condition, or provision hereof shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, provision hereof shall be implied from any action of either party and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.
9. **GOVERNING LAW AND VENUE.** This Contract shall be construed and enforced in accordance with the laws of the state of Alabama. Each party agrees that the exclusive venue and forum to enforce any and all aspects of this Contract shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.
10. **SEVERABILITY.** If any provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.
11. **NOTICES.** Any communication, notice or demand expressly required or permitted under this Agreement must be in writing and will be deemed to have been given when (i) personally delivered, (ii) sent by facsimile with receipt acknowledged, (iii) deposited with any nationally recognized overnight carrier that routinely issues receipts, or (iv) deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the addresses set forth below. Any party to this Agreement may add additional addresses or change its addresses for purposes of receipt of any such communication by giving ten (10) days prior written notice of such change to the other parties in the manner prescribed in this Section.

To the City:

City of Irondale, Alabama
Attn: Mayor
101 20th Street South
Irondale, Alabama 35203



To the Contractor:

12. **RELATIONSHIP OF THE PARTIES.** The City and Contractor agree that nothing contained in this Contract, any act of Contractor or any act of the City shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of a third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Contractor and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Contract, it is agreed that the City has no investment or equity interest in the business of Contractor and shall not be liable for any debts of Contractor, nor shall the City be deemed or construed to be a partner, joint-venturer, or otherwise interested in the assets of Contractor.

13. **SPECIAL PROVISIONS**, if any, may be inserted here or attached, as described, hereto: N/A

Agreed by CITY:

Agreed by CONTRACTOR:

Signature

Signature

Name (Printed or Typed): James W. Stewart, Jr.

Name (Printed or Typed): _____

Title (Printed or Typed): Mayor

Title (Printed or Typed): _____

Date Signed: _____

Date Signed: _____

