

Date Issued: MARCH 1ST, 2023

Invitation To Bid No.: 23-013R

The City of Decatur will accept sealed bids for the following material, equipment or services for the Morgan Co. Regional Landfill.

Description: Alternative Daily Cover Material (ADC)

Bids must be received before 2:30 pm, MARCH 22ND, 2023.

Bid opening will be held in the Purchasing Department, 3rd floor conference room.

Include (1) original and (1) copy of the bid shall be submitted.

Return sealed bid to:

Regular Mail

City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier

City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Email

Telephone

PRICE SHEET

Opening Date: MARCH 22ND, 2023

Invitation to Bid No.: 23-013R

Opening Time: 2:30 PM

See Bid Specs and Pricing Sheet

Prices quoted above in all bids for personal property shall be total delivered price.

- The bid bond IS NOT required for this IFB.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within _____ days (not to be less than 30 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.

NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

Bidder Signature

Company

By signing this contract, _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes shall be properly identified on the front with the invitation to bid number. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses submitted without signature will be rejected. **(1) Original and (1) copy** of the bid shall be submitted.

For a “no-bid” response, return the signature page signed (or reply to e-mail) marked “no bid”. Repeated Non-response will result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department cannot accept fax or e-mail transmissions of bids. Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved.

The City of Decatur is exempt from all Federal, sales and use taxes.

A Bid Bond is NOT required for this bid.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested.

All Contractor employees engaged in providing direct service or work done for the city shall be legally entitled to do so and must be verified through "e-Verify" or similar service.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The City of Decatur reserves the right to award this bid to a single vendor or multiple vendors. The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances.

An electronic version of this bid is available on the City's website at www.decaturalabamausa.com or by emailing purchasing@decatur-al.gov. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Exclusion of the electronic files in a bid response is not a basis for rejection.

A BID RESPONSE MAY BE REJECTED IF:

- Bids improperly submitted or identified
- Bid bond not included
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law. The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

E-verify Employment Eligibility Verification User Identification Number

Applicant

Sworn to and subscribed before me on this the _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

Bid Document Checklist

Items Required with Bid	Submission Requirements Check Sheet X = REQUIRED; BLANK=NOT REQUIRED	Items Submitted (Bidders Initials)
X	Envelope Sealed and Marked w/bid # on front	
X	Statement of Non-Collusion Enclosed	
X	Original Signatures (in ink)	
	Bid Bond or Check	
	Addendum	
X	E-Verify form	
	Proof of Insurance	
X	Price Sheet Information Included	
	References	
	Catalog	
X	Send in on or before given time	
	Business License (Required if bid is awarded)	

PLEASE CALL OR EMAIL THE PURCHASING DEPT IF YOU HAVE ANY QUESTIONS ABOUT BID REQUIREMENTS (256) 341-4520/PURCHASING@DECATUR-AL.GOV.

IF YOU HAVE ANY QUESTIONS ABOUT THE ALTERNATIVE DAILY COVER MATERIAL, CONTACT THE LANDFILL DIRECTOR, WANDA TYLER 256-341-4994 OR WTYLER@DECATUR-AL.GOV.

General Specifications For Alternative Daily Cover Material

SPECIFICATIONS FOR ALTERNATIVE DAILY COVER FOR SOLID WASTE MANAGEMENT

Alabama Department of Environmental Management codes 335-13-4-.15 (3) states as follows, Alternative cover shall be approved by the Department in compliance with federal law and the USEPA rules for guidance to achieve a level of performance equal to or greater than earthen cover material. At the end of each working day, landfill operators must cover the waste placed in a municipal solid waste landfill with either 6 inches of soil or an approved alternative daily cover (ADC). Daily cover **reduces odor, pest attraction, and fire hazard, and prevents blowing litter and dust.**

We are seeking proposals to provide ADC. The following are technical considerations for ADC material, more specifically, a spray-on cover solution:

Slurry or emulsion spray-on ADC materials applied to the working face using towed or loader/dozer application equipment, similar to hydraseeders, but specifically designed for landfill ADC applications. Common spray-on cover materials include but are not limited to:

- Proguard SB2, Proguard IIB+
- Posi-Shell
- Topcoat

Spray-on materials are typically mixed with water; however, guidance and manufacturer's literature also suggests some materials may be mixed with leachate. Please refer to what ADEM has determined what is acceptable as mixing commercial spray-on cover materials.

Adequate application is a must (varies with respect to impacts of wind, rain, and extreme cold temperatures on the application and use of spray-on ADC materials.

Effectiveness depends on complete and continuous application onto the waste. Operator training is required for proper mixing, application and use.

An acceptable length of time for spray-on material depends on material type, thickness and adequate application. We require that the spray-on material lasts a minimum of 3 days after sprayed.

ADC Materials Quote Sheet

1. Cost per square ft. _____

2. Square ft. of coverage per bale (as listed in specification sheet).

3. Weight of each bale in pounds. _____

4. Bales required per 1200 gallons of mix. _____

5. Expected delivery date. _____

If you have questions regarding the specifications of this bid, please contact the Director Wanda Tyler at 256.341.4991 or e-mail at wtyler@decatour-al.gov. Any concerns or questions concerning bid documents or bid laws should be directed to the purchasing agent.