

# Daphne Utilities

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Request for Bid no.:	<b>RFB 23-02</b>
Name of bid:	Hauling and Disposal Sludge
Bids will be received & opened at:	Daphne Utilities Central Services Building 8301 Well Rd Daphne AL 36526
Bid submittal by:	April 11, 2023 9:00AM CST
Bid opening:	April 11, 2023 9:05AM CST
Awarded by:	Total Cost
Technical Information:	Sharon Surra 251-753-6726
Contact person:	Marinda Turner 251-210-1647

## Terms and Conditions

The sole purpose of this Request for Bids is to establish a contract for the hauling and disposal of municipal sludge for Daphne Utilities.

Sealed bids must be in the Purchasing Department no later than the time specified in order to be considered. Submissions received after the deadline will not be considered. Envelopes must be marked with the name of the submitter, company phone number, date and time of bid closing and the words **“RFB 23-02 “Sludge”**. ***Facsimiles or email bids will not be accepted.***

All bids must be submitted on the attached forms or the bid will be disqualified. Bidder shall furnish all the information required by the request at the time of bid submittal. The bidder's name must be typed or printed on the bid sheet and signed by the bidder or appropriate authorized executive officer of the bidder's company. Bidders must initial any changes or erasures. Bidders should retain a copy of the bids for their records.

Bidders shall acknowledge receipt of all addenda to this solicitation by placing his or her initials by the addendum number and the date on the bid form. Any written request for information received three (3) or more days prior to bid closing will be given consideration. Any changes will be made in writing in the form of an addendum and will be sent by available means to all known prospective bidders. It is the responsibility of the bidder to determine prior to bid opening whether any amendment, additions, deletions or changes of any type have been made to this Request for Bids or any of the bid documents.

Unless otherwise specified in the bid, all prices will be on a firm-fixed price basis and are not subject to adjustments based on costs incurred. Prices shall be all inclusive. Daphne Utilities reserves the right to reject any or all bids submitted, to waive any informality in any bid or in the bid process, or to terminate the bid process at any time, if deemed by Daphne Utilities to be in the best interest of Daphne Utilities. Award will be by total cost. Bidder understands that bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after bid closing time.

Contract will be for an initial period of one year and may be renewed annually for two additional one-year periods, if mutually agreed upon by Daphne Utilities and vendor.

A purchase order and this “Request for Bids” with specifications signed by the successful bidder's authorized representative will constitute a contract for the goods or services to be purchased. Awarded contractor shall not assign this contract without prior written approval of Daphne Utilities.

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition or subtraction in a bid may be corrected by Daphne Utilities Buyer prior to bid award. In such cases, unit price shall not be changed.

A pre bid conference will be held on Tuesday, April 4, 2023 at 9:00 am at the Water Reclamation Facility located at 29280 North Main Street, Daphne Alabama 36526. Bidders are not required to attend the pre bid conference, but site visits will **not** be allowed at any other time other than the pre bid conference.

Daphne Utilities shall award this bid only to a responsible bidder. Responsible vendors must be licensed, certified and/or authorized to provide the requested products and services. Bidder must demonstrate the technical and professional capacity to provide the goods and services requested.

Awarded contractor will be required to obtain, at its own expense, all licenses, permits, or certifications to provide the required services.

Awarded contractor, at its sole expense, shall obtain and maintain in full force during the performance of services under this agreement the following insurance to protect the contractor and Daphne Utilities at minimum limits and coverages specified herein. Certificates of Insurance must be provided naming Daphne Utilities as additional insured. The Certificates must provide a ten (10) calendar day notice to Daphne Utilities in the event of cancellation, non-renewal or any material change in the policy.

- a) Workers' Compensation and Employers' Liability  
Part One: Statutory benefits as required by the State of Alabama  
Part Two: Employers' liability \$100,000; each accident \$100,000; each employee \$500,000 policy limit.
- b) Comprehensive General Liability: the contractor shall maintain during the life of this contract, comprehensive general liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the contractor from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract.
- c) Comprehensive Automobile Liability: the contractor shall maintain during the life of this contract, comprehensive automobile liability insurance with minimum limits of \$1,000,000 combined single limit of bodily injury and property damage per occurrence covering all non-owned, owned and hired vehicles.

Daphne Utilities reserves the right to cancel the contract with thirty (30) days written notice and seek new bids or proposals at any time for cause or convenience.

After the award, the successful bidder shall assume all liability for and shall indemnify and save and hold harmless Daphne Utilities, each and all of the officers, directors, agents, and employees of the aforementioned entity from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by any reason of an accident or occurrence arising from operations under this contract, whether such operations be by the successful provider or by any subcontractors or anyone directly or indirectly employed by either of them, occurring on or about the premises or the ways and means immediately adjacent, during the term of the contract or any extension thereof, and shall also assume the liability for injury.

### **Alabama Immigration Act Contract Requirements**

**Background :** The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as Amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with Daphne Utilities. *All business entities entering into contracts with Daphne Utilities and employing persons within the state of Alabama will comply with the Alabama Immigration Act.*

#### Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

## BUSINESS ENTITY

Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

## CONTRACTOR

A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

## EMPLOYEE

Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

## EMPLOYER

Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

## E-VERIFY

The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the *United States Department of Homeland Security*, or its successor program.

## STATE-FUNDED ENTITY

Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

## SUBCONTRACTOR

A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

## UNAUTHORIZED ALIEN

An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3).

### **Mandatory Clause**

All contracts or agreements, to which the state, a political subdivision, or state-funded entities are a party, shall include the following clause:

***"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."***

For purposes of this section, "contract" shall mean a contract awarded by the state, any political sub-division thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

### **Contracts Involving Business Entity, or Employer**

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

### **Contracts Involving Subcontracting**

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

### **Vendor Disclosure Statement**

Pursuant to Section 41-16-82 *Alabama Code*, the vendor awarded this contract will be required to complete a vendor disclosure statement within 10 days of being awarded this contract. For a copy of the vendor disclosure statement, please contact Marinda Turner at [marinda@daphneutilities.com](mailto:marinda@daphneutilities.com) .