

ETOWAH COUNTY COMMISSION  
800 Forrest Avenue, Gadsden, AL 35901

**REQUEST FOR BID**

**ATTENTION ALL BIDDERS**

**YOU MUST MARK ON THE ENVELOPE:**

**BID NO. FY 2019-2020-10  
RESIDENTIAL SOLID WASTE  
COLLECTION AND DISPOSAL  
3 YEAR CONTRACT**

The Etowah County Commission is soliciting sealed bids for the above project. Bids will be received by the Etowah County Commission in Room 107 of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 Attn: Melissa Lett until;

**WEDNESDAY, JANUARY 29, 2020 @ 10:00 A.M.**

Bids will be opened in the Commission Chambers on the First Floor of the Courthouse, 800 Forrest Avenue, Gadsden, AL 35901 at the above stated time and date. **Bids submitted prior to the bid opening, either in person or by mail, must be directed to the following location:**

**Purchasing Department  
Room 107  
Attn: Melissa Lett, Purchasing Accountant  
800 Forrest Avenue (Courthouse), Gadsden, AL 35901**

Prospective bidders are instructed to read the General Terms and Conditions, Special Terms and Conditions, and Bid Specifications very carefully. Bids must be made in compliance with the guidelines in the sections referred to above and sign each in full.

If you have any questions concerning terms and conditions, specifications, or any other aspects of the RFB or RFP, please contact the following:

Contact: Melissa Lett, Purchasing Accountant  
Phone: **(256) 549-5307**  
Email: [mlett@etowahcounty.org](mailto:mlett@etowahcounty.org)

***No faxed or email responses will be accepted***

# ETOWAH COUNTY COMMISSION

(revised 02/17/2012)

## GENERAL TERMS AND CONDITIONS

**These General Terms and Conditions are standard and any contradicting requirements of the Special Terms and Conditions of Request for Bid supersede these General Terms and Conditions**

- (1) **All bidders shall comply with Code of Alabama 31-13-9 if applicable.**
- (2) All bid openings and any scheduled pre-bid conferences will be held in the Commission Chambers located on the first floor, Courthouse, 800 Forrest Avenue, Gadsden, Alabama 35901 unless otherwise stated. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
- (3) Each bid must be submitted in a separate sealed envelope and received by the Etowah County Commission in the Purchasing Department, Room 107, 800 Forrest Avenue, Gadsden, Alabama 35901. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- (4) The Etowah County Commission encourages utilization of minority business enterprise in our procurement activities. The Etowah County Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
- (5) The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that the Etowah County Commission 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.
- (6) The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification named. It is to set forth to convey the general style, type, character, and quality of the article desired by the Etowah County Commission. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if the Etowah County Commission deems it necessary to determine the suitability of items as being approved equal.
- (7) It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal for; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor

exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.

- (8) All bids shall be typewritten or printed in ink on the forms prepared by the Etowah County Commission. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
- (9) All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the **unit price will prevail.**
- (10) Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales and manufacturer's taxes. **The Etowah County Commission will assume no transportation or handling charges other than specified in this bid.** The Etowah County Commission is exempted from sales and use tax by 40-23-4-(11) and 40-23-62 (13), Alabama Code (1975).
- (11) Prices quoted to the Etowah County Commission shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.
- (12) The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
- (13) The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
- (14) The Etowah County Commission reserves the right to request a demonstration of any and all items bid before making the award.
- (15) The Etowah County Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of Etowah County Commission. **The Etowah County Commission reserves the right to reject any and all bids for any reason it deems sufficient.**
- (16) All bids will be awarded to the **lowest responsive and responsible bidder.** This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
- (17) Unless Special Terms and Conditions of the bid specify otherwise, the Etowah County Commission reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of Etowah County Commission.
- (18) The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold Etowah County Commission harmless from any and all causes of action or claims of damage arising out of or related to bidder's performance under this contract.

- (19) All items bid will be inspected by a representative of Etowah County Commission upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assume compliance.
- (20) Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
- (a.) Failure to use the bid forms furnished by Etowah County Commission.
  - (b.) Lack of signature by an authorized representative on the bid form.
  - (c.) Failure to properly complete the bid form.
  - (d.) Evidence of collusion among bidders.
  - (e.) Unauthorized alteration of the bid form.
  - (f.) Failure to comply with Alabama law in regards to contracts.
- (21) Etowah County Commission assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
- (22) Etowah County Commission reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for Etowah County Commission to terminate the award immediately, and to relieve Etowah County Commission of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, Etowah County Commission reserves the right to obtain the particular item from other vendors.
- (23) Etowah County Commission is to be protected against any **increase above the price in the bid**. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
- (24) In accordance with the Alabama Competitive Bid Law, as amended, Etowah County Commission may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
- (a.) Contracts shall terminate without further obligation on the part of Etowah County Commission at the end of the first year, or if the Etowah County Commission elects to renew such contract, shall terminate at the end of each subsequent year.
  - (b.) Contracts may provide for automatic renewal unless positive action is taken by the Etowah County Commission to terminate such contract, and the nature of such action shall be determined by the Etowah County Commission and specified in the contract.
- (25) The Etowah County Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Etowah County Commission, office of the Purchasing Agent, by the deadline state in the bid request.
- (26) Proof of all State, County and local business license must accompany bid.

**CONTRACT TO PROVIDE RESIDENTIAL SOLID WASTE  
COLLECTION AND DISPOSAL**

**STATE OF ALABAMA**

**ETOWAH COUNTY**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_, by and between Etowah County (hereinafter called "County") and \_\_\_\_\_ (hereinafter called "Contractor").

**WITNESSETH:**

**WHEREAS**, the County recognizes that it is desirable that provisions be made for the regular and efficient collection of residential garbage in the unincorporated areas of Etowah County; and,

**WHEREAS**, the County desires that an Independent Contractor be utilized to perform garbage collection services within the unincorporated areas of The County; and,

**WHEREAS**, the County desires to enter into a contract granting the Contractor the exclusive right to collect residential garbage within the unincorporated areas of The County,

**NOW, THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt whereof is hereby acknowledged by each party hereto from the other, and in consideration of the promises, agreements and covenants herein made and set out, the County promises, agrees and covenants with the Contractor as follows:

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this instrument:
  - 1.03 **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations.
  - 1.04 **Container:** A receptacle with a capacity of not less than 90 gallons, plastic or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base.
  - 1.05 **Contractor:** \_\_\_\_\_
  - 1.06 **County:** Etowah County, Alabama or Etowah County Commission
  - 1.07 **Disposal Site:** A refuse depository including but not limited to sanitary landfills and transfer stations. The site must be properly licensed, permitted and approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approval to receive refuse for processing or final disposal.

## CONTRACT TO PROVIDE RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

- 1.08 **Garbage:** All refuse and animal and vegetable matter which has been used for or intended for use for food for man. Also, all solid or semi-solid refuse subject to decay or purification, tin cans, bottles and other food and drink containers, certain food packaging materials and other normal residential household solid waste items.
- 1.09 **Hazardous Waste:** Waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State of Alabama agency by or pursuant to Federal or State law. For purposes of this Contract, the term hazardous shall also include motor oil, gasoline, paint and paint cans.
- 1.10 **Refuse:** This term shall refer to residential garbage, and bundled waste generated at a Residential Unit that falls under the Scope of Work of this Contract unless the context otherwise requires.
- 1.11 **Residential Refuse:** All garbage and refuse covered under the scope of work of this Contract generated by a producer at a residential unit.
- 1.12 **Residential Unit:** All residences within the unincorporated boundaries of the County, the unit may include residences in some incorporated municipalities that have elected to come under the provision of the County's contract with the approval of the County Commission. This term does not apply to residences within any incorporated municipality which has elected to make arrangements for solid waste collection within their corporate city limits. The definition is applicable to a dwelling occupied by a person or group of persons comprising not more than two families. A residential unit will be considered occupied when either water or domestic light and power services are being supplied thereto or the unit is capable of producing wastes. A condominium, duplex or other multifamily dwelling, whether of a single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be invoiced separately as a Residential Unit.
- 1.13 **COLLECTION RATE:** All fees associated with the collection of the residential unit per month.
2. **Scope of Work:** The work under this Contract shall consist of the items contained herein, including provision by Contractor of all supervision, materials, equipment, labor, and other items necessary to complete said work in accordance with the terms thereof.

## CONTRACT TO PROVIDE RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

2.01 **Service Provided:** Contractor shall provide curbside collection services for the collection of Residential Refuse to each Residential Unit, one (1) time per week. Containers shall be placed at curbside by 7:00 A.M. on the designated collection day. Residential Refuse must be placed in Containers as defined in Section 1.04.

2.02 **Location of Containers:** Each Container shall be placed at the curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled county roadways (including alleys) along established mail routes. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Contractor may decline to collect any Container not so placed or any Residential Refuse not in a Container.

2.03 **Items Excluded from Collection:** Contractor is not required to collect the following items under this Contract: Liquid paint, appliances, heavy furniture, regulated medical waste, trees, brush, construction and demolition material, dirt, rock, concrete, brick and waste or refuse defined, characterized or designated as hazardous by the criteria as listed in definitions or any other waste which cannot lawfully be disposed of at a Subtitle D landfill without special treatment or handling.

2.04 **Storms and Other Disasters:** The work under this Contract does not include the collection and disposal of any increased volume resulting from an Acts of God, such as floods, hurricanes or other natural disasters. In the event of such an Acts of God, County and Contractor will negotiate the payment to be made to Contractor. Further, if the County and Contractor reach such agreement then County shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.

3. **Exclusivity:** The County grants to the Contractor the exclusive right to collect residential garbage within the unincorporated boundaries of Etowah County.
4. **Scheduled Pick Up:** At the start of the contract the Contractor shall provide the County with a map showing a detailed schedule of pickup for each applicable unit.
5. **Time of Pickup:** Collection of materials shall occur between 7:00 a.m. and 5:00 p.m., Monday through Friday.
6. **Number of Pickups:** The Contractor shall pick up garbage from each residential customer one (1) day per week. Pickups shall take place Monday through Friday unless affected by holidays or unavoidable acts of God.

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COLLECTION AND DISPOSAL**

7. **Rates - Residential:** The garbage collection rates for residential customers shall be as follows:

\_\_\_\_\_ per month for Year One of the Contract  
\_\_\_\_\_ per month for Year Two of the Contract  
\_\_\_\_\_ per month for Year Three of the Contract

7.01 **Franchise Fee:** A 5% franchise fee shall be paid by Contractor to the County based on the monthly rate per Residential Unit. This franchise fee shall be paid at the end of each calendar quarter after collections have been finalized.

7.02 **Billing:** Residential customers shall be billed at the rates shown in Section 7, quarterly, in advance.

7.03 **Renewal Option:** A one year renewal option may be offered by the County at the end of Year Three. Acceptance of the option will be mutually agreed upon and this renewal will be at the same rate per Residential Unit as Year Three.

8. **Payment to Contractor:** Contractor is responsible for billing and collections for services under this Contract. Billing shall be made quarterly in advance. Payment must be made by the 15th day of the second month of the quarter for which service is billed.

a. Customers who fail to make payment by that date will be subject to interruption of service until payment is made, with no allowance for any period of service missed during the interruption.

b. Contractor agrees not to terminate a delinquent customer's service until Contractor has twice notified customer.

c. In the event payment is not made by the 15th day of the second month of the collection period for which charge is made, the customer will be deemed to be delinquent and service shall be suspended.

d. Contractor will contact the Etowah County Health Department to notify said Health Department of the suspension of services for the collection of solid waste at the residence of the delinquent customer.



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e. Contractor shall not again be responsible for collection of Residential Refuse from the delinquent customer until all fees and charges due to Contractor have been paid in full, including \_\_\_\_\_ delinquent penalty charge.

9. **Communication:** The Contractor shall maintain adequate customer service personnel to answer calls from customers regarding possible missed pickups or other potential problems. Contractor shall provide to all customers a toll free number available for such calls. The toll free number must be advertised in a newspaper of general circulation once a year. The toll free number must be listed in a recognized telephone directory for the County. At the beginning of the Contract, Contractor shall, at its' expense, notify residents of its position as new Contractor, schedules and billing and payment policies and procedures, by any and all means available, including newspaper ads or mailings.
10. **Collection of Material:** Material to be collected by Contractor must be placed at the point of collection before 7:00 A.M. on the applicable day by the property owner or occupant. The Contractor shall promptly and prior to leaving site remove from the public or private property any garbage or debris spilled by careless or reckless handling, or otherwise spilled in any manner during collection.
11. **Equipment:** Equipment to be used in the collection of residential garbage shall be of late model, steel body with steel covers, no-leaking and of automatic packer type. The equipment shall be in such condition that the schedule of collection can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from the prescribed schedule. Vehicles found to be leaking mechanical fluids or liquids from collected wastes are subject to being "red flagged" by County until such leak can either be stopped or repaired or until another vehicle can be substituted to complete interrupted route. No additional costs resulting from "red flagging" may be passed on to customers.

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12. **Conduct:** All personnel shall be uniformed by Contractor for identification purposes. Any official or employee of the Contractor using improper or vile language, being under the influence of alcohol and/or drugs, demanding and/or accepting any unauthorized pay from citizens for services rendered, falsifying any report he/she may be called upon to make, refusing to collect and remove garbage as herein defined as provided and allowed by this contract, or who is, in the opinion of the County or its designated agent, incompetent to perform the work assigned to him/her by the Contractor, shall immediately be removed from said work and be barred from further employment in said work.
13. **Disposal of Garbage:** The Contractor shall dispose of all refuse collected under this contract in a sanitary landfill or other disposal facility approved by the Alabama Department of Environmental Management (ADEM). All charges for disposal shall be the responsibility of the Contractor and shall be paid by the Contractor.
14. **Service Issues:** The Contractor will answer complaints or questions from the public concerning service issues; and as needed, will contact the County for assistance in resolving the issue. Any calls made by residents directly to Contractor shall be courteously resolved or answered in an expedient manner. The Contractor shall act upon all reasonable and valid complaints within twenty-four (24) hours. The County, or its designated agent, shall have final say in any conflicts between Contractor and residential customers. The Contractor shall provide a toll free number to all county residence for issues related to the solid waste disposal franchise.
15. **Assignment:** The Contractor shall not assign or sublet, as a whole or in part, the contract without the written consent of the County. The County shall not unreasonably withhold its written consent; however, by giving written consent, County does not release the Contractor from any of its obligation and liabilities under this contract, but instead adds to the existing contract the additional party.
16. **Violations of Contract:** Any violations of these specifications shall be sufficient cause for the County to put the Contractor on notice of violation. Upon such notice, Contractor shall have thirty (30) days to resolve such violations to the satisfaction of the County or its designate. If the purported violation is remedied within such thirty (30) day period, the County may not terminate the Contract, and it remains in effect for the balance of its term. However, if at the end of such time the Contractor has not remedied the purported violation, then the termination of this Contract shall be deemed complete. In the event of a breach, event of default, or termination of this Contract, each party shall have available all remedies in equity or at law, unless otherwise provided in this Contract. In the event of adjudication of an y dispute hereunder, the prevailing party shall be entitled to seek its attorney's fees and other costs from the other party.

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17. **Workmen's Compensation:** Workmen's Compensation Insurance coverage in compliance with Alabama law and Social Security Acts, as amended, is deemed a required part of this contract.
18. **Licenses and Taxes:** The Contractor shall obtain and keep current all licenses and permits required by Etowah County and the State of Alabama.
19. **Nondiscrimination:** The Contractor shall have and enforce a nondiscrimination policy with regards to race, sex, creed, color, religion or national origin. A copy of said policy shall be available for inspection upon request by the County.
20. **Indemnification and Insurance:** The Contractor shall be an independent contractor and shall indemnify and save harmless Etowah County, Alabama, and all of its executives, representatives, officers, agents, employees, successors and assigns, jointly and severally of and from any and all manner of losses, suits, actions, payments, costs, charges damages, judgments or claims and demands of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons, or property, by the performance of its duties under this contract. In addition, under this contract the Contractor shall carry comprehensive bodily injury and property damage liability insurance covering not only the Contractor but also the Etowah County, Alabama, its agents, servants and employees, limits of which shall not be less than:

General Liability	\$1,000,000
Automotive Liability	\$1,000,000 bodily injury and property damage, combined single limit
Property Damage	\$1,000,000 per any one claim
Umbrella Liability	\$5,000,000 per occurrence and aggregate

Certificate of insurances as required herein, with the provision that same may not be canceled without thirty (30) days written notice to the County, shall be provided the County upon the signing of this contract.

21. **Performance Bond:** The Contractor shall furnish the County with a performance bond or an irrevocable bank letter of credit for the faithful performance and obligations of this contract. The performance bond or letter of credit shall be in the amount of \$1,000,000.00. This bond or letter of credit shall be renewed annually at the Contractor's expense, and shall be forwarded to County promptly upon each renewal.
22. **Liability of Contractor:** The Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees. However, the Contractor shall be fully liable for any suits, actions, legal proceedings, claims, demands, costs or other expenses arising from

## CONTRACT TO PROVIDE RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

actions by its officers, agents, employees, or operations in connection with this contract.

23. **Term of Contract:** This contract shall be effective \_\_\_\_\_ and end on \_\_\_\_\_ . **In the event the Sand Valley Landfill reopens, Etowah County Commission reserves the right to re-bid with a minimum 30 day notice.** The Contract may be renewed for one additional year at the option of Etowah County. Such renewal, if granted shall be at the same rate per Residential Unit as Year Three.
24. **Independent Contractor:** Notwithstanding its relation to the County under the terms of this contract, it is understood and agreed that the Contractor is in all respects an independent contractor and is in no respect an agent, servant or employee of the Etowah County, Alabama.
25. **Legal Holidays:** The following legal holidays may be observed by the Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. When no collection services are provided on the holidays, or for any other reason, the Contractor shall make provision immediately before or after the date of non-collection to "make up" the day lost and return to the normal schedule. The Contractor may work on Saturday to accomplish this.
26. **Rate Increases:** The rates for this Contract are specified in Section 7 for the three years of the Contract. Should dramatic factors affecting the cost of operations arise, Contractor may petition the County for relief. Such relief may only be awarded by the County Commission.
27. **Quarterly Clean Ups:** Contractor shall provide four (4) annual clean up days each calendar quarter by locating roll off containers at four locations throughout the County. Two containers shall be located at each location for each event: These events are at the cost of the Contractor. Only three such days will be in effect for the first year of the Contract.
28. **Physical Presence:** By \_\_\_\_\_, the Contractor shall have in place a store front office located in Etowah County. This office shall have proper signage, adequate parking, be handicapped accessible, and will operate five days per week between the hours of 8:00 A.M. to 5:00 P.M. Monday thru Friday. The Contractor shall provide adequate staff at this location to handle customer service issues in a manner that is satisfactory to the County.
29. **Amendments:** This contract constitutes the entire agreement of the parties regarding the subject matter hereto and may be amended or modified, as allowed for by law, only by written agreement signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by its duly authorized officers this \_\_\_\_\_.

**ATTEST:**

**ETOWAH COUNTY, ALABAMA**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Shane Ellison, CAO

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title: \_\_\_\_\_

**AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by \_\_\_\_\_

hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_  
Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for    County    State

## Evaluation of Bids

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

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**Firm**

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**Street Address**

---

**Signed By**

---

**Mailing Address**

---

**Title**

---

**City**

---

**Area Code & Telephone**

---

**Delivery Time from Date of Order**

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**Federal Tax I.D. #**