TOWN COUNCIL OF THE TOWN OF MULGA, ALABAMA

RESOLUTION NO. 2025-09

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID FOR THE FURNISHMENT OF ROLL-OFF EQUIPMENT AND APPROVING SPECIFICATIONS FOR THE SAME.

WHEREAS, the Town of Mulga, Alabama (the "Town"), finds the need for roll-off equipment, such as a trailer and three roll-off containers, for the collection of trash and waste;

WHEREAS, the Town Council of the Town of Mulga, Alabama (the "Town Council") finds that certain procedures and requirements are necessary to ensure that an efficient and reliable service truck is obtained;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mulga, Alabama, while in regular session on Thursday, May 15, 2025 at 5:30 p.m. as follows:

A. The Town Clerk is authorized to issue an Invitation to Bid for the furnishment of roll-off equipment in the form attached hereto, subject to any necessary amendments that may be approved by the Mayor and Town Attorney.

B. The document attached hereto as **Exhibit A** and referenced as "Invitation to Bid for the Furnishment of Roll-off Equipment" is hereby approved and shall become part of the Invitation to Bid, such invitation to be advertised by the Town Clerk as required by Alabama law, subject to any necessary amendments that may be approved by the Mayor and City Attorney.

C. Sealed bids must be received in the Town Clerk's Office at Mulga Town Hall, 505 Mulga Loop Road, Mulga, Alabama 35118, no later than June 3, 2025, at 5:00 p.m., at which time and place the bids will be publicly opened and read aloud in the Mulga Town Council Chamber.

D. The Town reserves the right to reject any or all bids, to waiver irregularities and/or informalities in any bid, and to award a contract in any manner, consistent with law, deemed in the best interests of the Town. A recommendation of award and a decision on the bids is expected at the Town Council meeting scheduled for Tuesday, June 3, 2025, but the Town reserves the right to make their decision at a different time if it deems that it is in the best interests of the Town.

ADOPTED this the 15th day of May, 2025.

W. KEITH VARNER, MAYOR

ATTEST: _____
Robin Giardina, Town Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Robin Giardina, Town Clerk of Mulga, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the Town Council of Mulga, Alabama, on the 15th day of May, 2025.

Witness my hand and seal of office this 15th day of May, 2025.

Robin Giardina

Robin Giardina, Town Clerk

EXHIBIT A

NOTICE

The Town of Mulga, Alabama, (the "Town"). is looking to purchase roll-off equipment, such as a trailer and three (3) roll-off containers. Sealed bids must be received by the Town Clerk no later than Tuesday, June 3, 2025 at 5:00 p.m. at which time the bids will be publicly opened and read aloud in the Mulga Town Hall Council Chambers. Sealed bids shall be accepted via personal delivery or U.S. mail. Bids will not be accepted via email or facsimile. For further information and/or to obtain a copy of the bid package, please contact the Town Clerk at Mulga Town Hall or by email at townclerk@townofmulga.com.

The Town reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to award a contract in any manner, consistent with law, deemed in the best interests of the Town. A recommendation of award and a decision on the bids is expected at the Town Council meeting scheduled for Tuesday, June 3, 2025, but the Town reserves the right to make its decision at a different time if it deems that it is in the best interests of the Town. The winning bidder will be expected to furnish and deliver a trailer and three roll-off containers within sixty (60) days of the award of the bid.

TOWN OF MULGA, ALABAMA
INVITATION TO BID
FOR THE FURNISHMENT OF ROLL-OFF EQUIPMENT

The Town of Mulga, Alabama ("Town"), is seeking sealed bids for the furnishment of roll-off equipment, such as a trailer and three roll-off containers as set forth in this document.

Information for bidders may be obtained from the Town Clerk at Mulga Town Hall, 505 Mulga Loop Road, Mulga, Alabama 35118, or by email request to townclerk@townofmulga.com. Sealed bids will be received by personal service or U.S. mail to the Town Clerk at Mulga Town Hall, 505 Mulga Loop Road, Mulga, Alabama 35118. Sealed bids must be received by the Town Clerk no later than the 3rd day of June, 2025, at 5:00 p.m. at which time and place the bids will be publicly opened and read aloud in the Mulga Town Hall Council Chambers. Bids will not be accepted by facsimile or email.

The Town reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to award a contract in any manner, consistent with law, deemed in the best interest of the Town.

A recommendation of award and a decision on the bids is expected at the June 3, 2025, council meeting, but the Town reserves the right to schedule the decision at a different time if it deems that it is in the best interests of the Town.

Preparation & Submission of Bids

All potential Bidders are advised that there will be no pre-bid conference for this particular Invitation to Bid ("ITB"). All bids must be submitted using the forms provided by the Town. No exceptions.

The Bidder is expected to follow all specifications, terms, conditions, and instructions in this Invitation to Bid and to furnish all information required hereinafter. The Bidder's bid (the "Bid") should clearly set forth Bidder's capability to provide the services which will meet the intent of the ITB and fill the requirements expressed by the Town herein.

All information required by the Bid Submittal and Pricing Sheet must be completed. Anywhere a signature is required, such must be made manually, electronically, or digitally and by an authorized agent of Bidder. **NO STAMPED OR COPIED SIGNATURES WILL BE ACCEPTED.**

All Bids to be considered by the Town must be submitted properly to and received by the Town no later than June 3, 2025 at 5:00 p.m. Any Bid delivered after such date and time will be accepted and time stamped but WILL NOT BE CONSIDERED. Any attempt to bid via fax or e-mail will be ignored and WILL NOT BE ACCEPTED.

Bidder shall make all investigations necessary to fully inform himself of the support systems necessary to ensure the delivery of the trailer and three roll-off containers as required by the conditions and specifications set forth in these Bid Documents. No plea of ignorance by Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on his part to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the Town's requirements or the successful Bidder's compensation.

All Bids submitted in response to this ITB shall remain valid for a period of ninety (90) days from the Closing of Bids.

Sealed bids may be submitted in physical envelopes by either personal service or U.S. mail. All documentation submitted as part of the Bid should be submitted in a single packet or volume except as otherwise specified. Bidder must print the Bid Submittal and Pricing Sheet and any other bid documents on standard 8 ½" x 11" paper. The submitted document **must not be permanently bound**.

When preparing a Bid for delivery, on the face of the sealed envelope/package, Bidder **must** legibly inscribe:

- **SEALED BID ENCLOSED**
- **ITB for the Furnishment of Roll-off Equipment**
- **Closing of Bids on the 3rd day of June, 2025, at 5:00 p.m.**
- **Bidder's Legal Name**
- **Bidder's Mailing Address**

Bidder must provide for delivery by regular mail, express courier, or hand-delivery of the **original and one (1) copy** of the fully executed Bid under one (1) sealed cover to the Mulga Town Clerk's Office located in Mulga Town Hall at 505 Mulga Loop Road, Mulga, Alabama 35118. Delivery to another department or to other Town personnel will not constitute proper delivery.

Evaluation of Bids

It is the intent of the Town to award a Contract to one (1) Bidder deemed to be lowest, responsible bidder. For the purpose of verifying the contents of Bids, the Town may request from any one or more particular Bidders additional information. Discussions may be conducted with responsible Bidders who submit Bids determined to be reasonably suitable for selection for the purpose of clarifying and assuring full understanding of, responsiveness to, and compliance with the ITB requirements. ***At no time during any such clarification may the Bidder alter or attempt to alter, verbally or otherwise, the terms of its Bid as originally submitted.*** Bidder cooperation in this endeavor shall be required for continued consideration. The Town reserves the right to reject at its sole discretion the Bids of non-cooperative Bidders.

The Town will make all decisions regarding evaluations of Bids and specifically reserves the right to judge and determine whether a Bid is compliant with and has satisfactorily met the requirements of the ITB and of Alabama law. The Town also reserves the right to waive technical defects in a Bid and informalities in the evaluation process if, in its judgment, the interests of the Town so require. The Town also reserves the right to accept in whole or in part any Bid and to reject any or all Bids received. Waiver or amendment of a requirement is at the Town's option and will be universally communicated to all Bidders and equally applied to all Bids.

Rejection of Bids

The Town reserves the right to cancel this ITB at any time and for any reason. The Town further reserves the right to reject any and all Bids received as a result of this ITB. All Bids received in response hereto shall become the property of the Town and will not be returned to Bidder once opened.

Withdrawal of Bids

Prior to the Closing of Bids, a submitted Bid may be withdrawn by submitting a written request for its withdrawal to the Town Representative, duly authorized and signed by the Bidder. Town will not accept unsolicited revisions or alterations to Bids after the Closing of Bids.

Requirements & Specifications

The Bidder will provide a trailer and three (3) roll-off containers that match the following specifications:

- 2 5/16 Gooseneck Ball Coupler
- 3-20 ft bins
- Load Capacity 18-20 cubic yard minimum per bin
- 15,000 warn industrial grade electric straight pull winch snatch block
- Dumpster doors-double swing rear doors
- Locking tool boxes (houses battery, charger, pump)

- Onboard 110V tester and charger (set up to charge while being towed)
- 12K greased axles or bigger
- Self-contained electric start 25HP (minimum) gas engine with hydraulic winch
- Electric tarp (wireless remote)

General Terms & Conditions

A. The terms and conditions included in this ITB and any Addenda officially issued by the Town are hereby incorporated into any resulting Contract by this reference.

B. Any Agreement resulting from this ITB shall be effective as of the date upon which both parties finally affix authorized signatures thereto.

C. Any Agreement entered into as a result of this ITB and any disputes arising therefrom shall be governed by the laws of the State of Alabama without regard to conflict of laws.

D. A fully executed Bill of Sale between the successful Bidder and the Town will bind the successful Bidder as Seller to furnish and deliver the trailer and three roll-off containers as requested by the Town at the prices, terms, and conditions agreed to in accordance with the specifications of this ITB and the successful Bid.

E. Following the bid award, Bidder must complete, execute, and return to the Town Representative **all** required documents, also known as the Seller's Forms, no later than fifteen (15) business days from the awarding of the Bid.

G. Bidder shall be responsible for any Town, state, or federal taxes resulting from its execution of any responsibilities under the Agreement resulting from this ITB. This provision shall survive termination of the Agreement.

H. Town shall have the right to duplicate or use all ideas, or adaptations of those ideas, contained in any Bid received in response to this ITB. Selection or rejection of the Bid will not affect this right. Each submitted Bid shall become the property of the Town and shall be subject to public inspection pursuant to a lawful open records request and subject to any applicable protections of confidentiality.

I. Costs for developing the Bid and any subsequent activities prior to Contract award, including those associated with making a presentation, are solely the responsibility of the Bidder. Town will provide no reimbursement for such costs.

J. From the issue date of this Invitation until a Bidder is selected and the Bid is awarded, a Bidder shall not communicate about this ITB in any manner or under any circumstances with any elected officials or employees other than the Town Representative. Violation of this provision may result in the rejection of Bidder's Bid.

Addenda

All official Addenda issued by the Town prior to the Closing of Bids shall become a part of this ITB and the Bidder's receipt of same must be acknowledged by the Bidder in the Bid form. No instructions or changes of any kind shall be binding on any Bidder unless documented by a proper and duly issued Addendum from the Town Clerk.

Immigration Law Compliance

The successful Bidder must provide written certification of compliance with ALA. CODE § 31-13-9 (1975) by submitting documentation establishing enrollment in the E-Verify program along with the "Immigration Law Compliance Statement" provided by the Town.

Further, the award of any Contract as a result of this ITB shall be conditioned upon the successful Bidder's not knowingly employing, hiring for employment, or continuing to employ an unauthorized alien

within the State of Alabama and swearing or affirming that it shall not violate state or federal immigration laws.

To the fullest extent permitted by law, the successful Bidder shall defend, indemnify, and hold harmless the Town from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Bidder's failure to fulfill its obligations set forth in this paragraph or contained in ALA. CODE § 31-13-1 (1975), *et seq*.

Conflicts of Interest & Collusion

The successful Bidder shall truthfully complete a "Disclosure Statement" and "Non-Collusion Statement" addressing conflicts of interest and non-collusion as related to the preparation and execution of the Bid.

Bid Submissions

Bidders shall furnish the following documents along with their bid submission:

- A fully completed and executed Immigration Law Compliance Statement;
- A fully completed and executed "Disclosure Statement;"
- A fully completed and executed "Statement of Non-Collusion;"
- A fully completed and executed "Bid Bond;"
- A fully completed and executed "Bid Submittal and Pricing Sheet."

TOWN OF MULGA, ALABAMA'S

BID FORMS FOR THE

FURNISHMENT OF ROLL-OFF EQUIPMENT

TOWN OF MULGA, ALABAMA
COMPLIANCE WITH SECTION 31-13-9 OF THE *CODE OF ALABAMA*

Section 31-13-9 of the *Code of Alabama*, as amended (see Alabama Act No. 2012-491) (the "Act") is applicable to all contracts entered into with the Town of Mulga ("Town") via a competitive bidding process.

Be advised that as a condition for the award of any contract that is competitively bid and awarded by the Town to a business entity or employer that employs one or more employees, the Act requires that the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Be further advised that as a condition for the award of any contract that is competitively bid and awarded by the Town to a business entity or employer that employs one or more employees within the State of Alabama, the Act requires that 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.

Information about "E-verify" can be found at web address: https://e-verify.uscis.gov/enroll and the program is operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Be further advised that the Act requires that any subcontractor, on a project paid for by a contract that is competitively bid and awarded by the Town, 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. 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. A business entity or employer who has been awarded a contract with the Town through a competitive bidding process should maintain records of such compliance in case verification is required by the Town or a law enforcement agency.

Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, termination of employees, and possibly suspension or revocation of business licenses and permits in accordance with the Act, among other things.

All bidders must complete the following information and return this form with their bid information.

1. Are you a business entity or employer that employs one or more employees within the State of Alabama?

☐ No

☐ Yes, and I have enclosed documentation along with this form establishing that I am enrolled in the E-Verify program. If you answered "Yes," then you must provide such documentation with this form. A copy of your E-Verify Memorandum of Understanding is acceptable documentation.

2. Pursuant to the Act and by operation of law, the following provision shall be incorporated into any contract that is awarded by the Town as a result of this competitive bid process, regardless of whether or not the same is expressly set forth in the written documents relating to such contract:

> *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 and 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.*

I represent and affirm that my response to #1 above is true and correct, that I fully agree and accept the statement in #2 above, and that the Town of Mulga may fully rely on the same. I also acknowledge that I have received notice of and reviewed all of the information contained in this document.

If Bidder is a Business Entity

Name of Bidding Party: _____

Signature: _____

Printed Name of Signatory: _____

Its (Title): _____

Date: _____

If Bidder is an Individual

Name of Bidding Individual: _____

Signature: _____

Printed Name: _____

Date: _____

DISCLOSURE STATEMENT

BIDDER: _____

ADDRESS: _____

TOWN/STATE/ZIP: _____

In accordance with ALA. CODE §36-25-11 and 36-25-14 (1975), the Town of Mulga, Alabama, requires each Bidder to provide the following information in anticipation of a contract award. Completion of this Disclosure Statement will not affect the evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than 5% of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the Town of Mulga, Alabama, such that the Town employee or official will benefit from this Contract?

_____ Yes _____ No

If yes, please provide the name and position of the individual associated with your business, the name of the Town employee/official, their relationship, and the nature of the benefit.

_____

2. Do you understand and acknowledge that:

   a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds **unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission**;

   b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and

   c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into?

_____ Yes _____ No

If Bidder is a Business Entity

On behalf of the named Bidder as its duly authorized representative, I do hereby represent and affirm that the above information is true and correct and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature of Authorized Representative: _____

Printed Name of Representative: _____

Title of Representative: _____

Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of _____ is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said legal entity on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 2025.

_____
Notary Public

If Bidder is an Individual

As the individual Bidder named above, I do hereby represent and affirm that the above information is true and correct and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature: _____

Printed Name: _____

Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 2025.

_____
Notary Public

STATEMENT OF NON-COLLUSION

BIDDER: _____

ADDRESS: _____

TOWN/STATE/ZIP: _____

For the above-named Bidder and for myself, I hereby declare and aver that there has been no agreement or collusion by the Bidder with any other bidder or prospective bidder to propose a fixed price or to refrain from submitting a bid or to act in any similar way that would render this Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the Town of Mulga, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars ($50,000.00) is a Class C felony. ***See ALA. CODE § 39-2-2(c) (1975).***

Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the Town; and that the Bid is made without any connection or collusion with any person submitting another Bid in response to this ITB as stated above.

If Bidder is a Business Entity

On behalf of the named Bidder as its duly authorized representative, I do hereby represent and affirm that the above information is true and correct and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature of Authorized Representative: _____

Printed Name of Representative: _____

Title of Representative: _____

Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____of _____ is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said legal entity on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 2025.

_____
Notary Public

If Bidder is an Individual

As the individual Bidder named above, I do hereby represent and affirm that the above information is true and correct and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Signature: _____

Printed Name: _____

Date: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known, or has been made known, to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 2025.

_____
Notary Public

BID BOND

STATE OF _____)
COUNTY OF_____)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal and Surety, are hereby held and firmly bound unto the Town of Mulga, Alabama, a municipal corporation, as Obligee hereinafter called "the Town," in the sum of _____ Dollars ($_____) and for payment of such sum, well and truly to be made, said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The above obligation is made on the condition of Principal submitting to the Town a certain Bid, the same being attached hereto and made a part hereof, to enter into a contract in writing with the Town for the purchase of a garbage truck in accordance with the terms and conditions for the Invitation to Bid as the same are fully incorporated into the attached Bid.

NOW THEREFORE, if said Bid shall be rejected, or, in the alternative, if said Bid shall be awarded and the Principal shall execute and deliver a Contract in the form specified in the Invitation to Bid for the above-referenced Project, and submit the insurance certifications as required by the Contract and fulfill all other qualifications and requirements of the Contract and Bid specifications and shall in all other respects perform according to the contract, then this obligation shall be void. Otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Town may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals, this the ____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by their authorized representatives.

WITNESS:

_____

PRINCIPAL:

By: _____

Its: _____

Address: _____

_____

SURETY:

_____

ATTEST:

By: _____

_____

Title: _____

Attorney-in-Fact

Address: _____

_____

NOTE: All Bonds and Sureties are subject to review and approval by the Town Representative. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: In lieu of a Corporate Surety, Bidder may submit a check drawn on an Alabama bank to the order of the Town of Mulga, Alabama, in the amount of five thousand dollars ($5,000.00).

BID SUBMITTAL & PRICING SHEET
FURNISHMENT OF ROLL-OFF EQUIPMENT

The undersigned offers these prices, terms, and delivery in accordance with and subject to the specifications in this bid, including addendums, if applicable.

A. BIDDER'S INFORMATION

Company Name: _____

Address: _____

Telephone: _____

Email: _____

Signature of Authorized Representative: _____

Print Name and Title: _____

B. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

Because the Town is a tax-exempt entity, neither Bidder's unit prices nor the total amount bid shall include any taxes paid by Bidder and shall not assess any tax liability whatsoever to the Town. Bidder acknowledges Town's tax-exempt status and hereby accepts responsibility for making application to the Alabama Department of Revenue for a Sales and Use Tax Certificate of Exemption, if necessary.

C. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid.

Bidder further declares that he has carefully examined the Contract for this Bid and has checked and verified the completeness of the Contract; that he has personally reviewed the specifications set forth in the Invitation to Bid. Bidder also declares that this Bid is made according to the provisions and terms of the contract contained in the ITB, the terms of the same being hereby made a part of this Bid.

D. PRICING

Trailer Price: $_____

Roll-off x 3 Price: $_____

Freight/Delivery Fee: $_____

Incidental Expenses

(i.e. tag, title, service, other transaction costs or fees): $_____

Total all-in price: $_____

Sealed bids will be received by the Town Clerk at Mulga Town Hall, 505 Mulga Loop Road, Mulga, Alabama 35118. Sealed bids must be received at Mulga Town Hall no later than the 3rd day of June, 2025, at 5:00 p.m. at which time and place the bids will be publicly opened and read aloud in the Mulga Town Hall Council Chambers. Bids will not be accepted by facsimile or email.