STATE OF ALABAMA
COUNTY OF SHELBY

SEALED BIDS - ALTERNATE DAILY COVER

Sealed bids for ALTERNATE DAILY COVER will be received in the office of the Chief Financial Officer, Shelby County Administration Building, 200 West College Street-Room 125, Columbiana, Alabama 35051 until **3:00 P.M., December 3, 2026**, at which time bids will be opened publicly and read.

GENERAL INFORMATION

The Scope of Work is included in the attached document. Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Any quantities listed in the Scope of Work or Bid Form are estimates only. The County may rely upon the quantities listed in the Bid Form for the purposes of determining the lowest responsible bidder. The County expressly does not guarantee the quantities of products or licenses, as applicable, actually purchased pursuant to an awarded bid.

At the time that this Invitation is issued, all informal communications with the County regarding this solicitation shall cease. If you have any questions concerning bid specifications, please submit all questions to Mary Horton at mhorton@shelbyal.com by no later than **12:00 P.M., November 25, 2026.** Responses to these questions, if appropriate, will be posted on the eBid Portal by close of business November 30, 2026**.** Bidders may only rely upon written guidance or responses. Failure to comply with this provision will be considered an improper communication and will be grounds to disqualify bidder.

All goods or services provided pursuant to this bid shall be subject to all applicable federal, state, and local laws. At a minimum, the following laws shall apply:

Immigration Law. As required by Ala. Code § 31-13-9, by signing this contract, grant, or other agreement, 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.

Open Trade. Consistent with Ala. Code § 41-16-5, contractor by 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.

Economic Boycott. Contractor verifies that the company, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as defined by Ala. Code § 41-16-160.

SUBMISSION REQUIREMENTS

All bids must be sealed and marked in the lower left-hand corner **"BIDS – ALTERNATE DAILY COVER"** with opening date and time. Bids that are prematurely opened for failure of bidder to properly mark the envelope will not be considered. Late bids will not be opened. All bids must be in writing, printed or in ink, and signed by an authorized representative. Electronic, faxed, or oral bids will not be accepted.

All bidders **must** use our form for submitting their bid. Failure to submit the bid using the format prescribed herein will be reason for disqualification of the bid. Bids will not include State Sales Tax or Federal Excise Tax. Bidder **must** submit documentation as required by the Scope of Work to evidence that bidder is qualified to perform the services herein. Bids **must** also be accompanied by the following forms certifying compliance of laws as provided above:

1. Beason Hammon Certificate (attached for convenience)
2. Everify MOU with DHS (may be accessed at www.everify.gov)
3. Certificate of Compliance with Act 2016-312 (attached for convenience)
4. Certificate of Compliance with Act 2023-409 (attached for convenience)
5. W-9 (may be accessed at https://www.irs.gov/pub/irs-pdf/fw9.pdf)

The County takes its responsibility under the Alabama Open Records Act very seriously. Any bids or submissions shall be considered by the Commission to be a public writing and subject to request pursuant to Ala. Code §§ 36-12-40, *et seq.* Should bidder believe that any part of its submission is exempt from public review, bidder shall submit a separate, redacted copy prominently marked as "REDACTED," accompanied with a letter detailing each redacted section and the legal exception therefore (*e.g.,* trade secret or proprietary). For the avoidance of doubt, the Bid Form and pricing information submitted shall not be considered as confidential, trade secret, or proprietary and will be subject to public disclosure whether or not redacted by bidder. By submitting a redacted copy, bidder shall indemnify and hold harmless and fully participate in the defense of the County in response to any open records request and any and all legal claims, lawsuits, or complaints of whatever nature, including any remedies at law or equity, as well as attorney's fees costs relating to the defense or to any prevailing party, associated with the redacted portions of bidder's submission.

Bidders are to state that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof.

Please provide your bid response in triplicate, one original and two copies.

RESERVATION OF RIGHTS AND DISQUALIFICATION OF BIDS

The County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsive bidder. Bids may be disqualified before awarding of the contract for any of the following:

1. Failure to mark envelope as required.
2. Failure to sign or notarize the bid document.
3. Failure to include requested information, samples when specified or other details of the bid.

METHOD OF AWARD

The award will be made to the lowest responsible bid meeting specifications for each item bid. It is not the policy of the Shelby County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsible bid.

The Shelby County Commission reserves the right to award separate contracts for each item, each product, or any combination of products if in the best interest of the Shelby County Commission. Successful bidder will be notified of the award, and a Purchase Order will be issued by the County.

Records showing successful bidder and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file and Commission Minutes.

CONTRACT PERIOD/PRICING

The period of this contract will be for ninety (90) days from date bid is awarded. This contract may be renewed for up to three (3) years from the initial award date upon the agreement of both parties under the same terms and conditions. Upon awarding of this contract and bid, the Shelby County Commission reserves the sole right to end said contract at their sole discretion.

Chad Scroggins

Chad Scroggins
County Manager

BID SPECIFICATIONS
Purchase of Alternate Daily Cover

Alternate Daily Cover

The purchase of an Alternate Daily Cover Material for use at the Hwy 70 Landfill locate at 401 Landfill Rd Columbiana, AL will be purchased using this bid. The responsive bidder will include pricing for the following materials: Alternate daily cover spray on product designed for landfill use, colored marker, unit pricing, truck load quantity pricing. Shipping shall be included in the price. The colored marker quoted shall be the same color of the spray on product. (Example, if the spray on product is green the color marker quoted should also be green.)

The purchase of the Alternate Daily Cover Material must meet the Bid specifications as well as be an approved product by the Alabama Department of Environmental Management (ADEM). Products quoted must be listed in the Hwy 70 Landfill's Solid Waste Disposal Facility Permit.

BID FORM

THE UNDERSIGNED OFFERS THESE PRICES, TERMS, AND DELIVERY AS PER BID SPECIFICATIONS:

NAME OF COMPANY: _____

BY (Please Print): _____

ADDRESS: _____

_____

PHONE: _____

By signing below, Bidder certifies the following: **Initial**

Bidder has read the Invitation to Bid and Scope of Work and certifies that the goods and services offered herein meet all requisite specifications. _____

Bidder shall comply with all applicable federal, state, and local laws. _____

Bids submitted are firm and no claims for errors will be made after bids are opened and subsequent thereof. _____

Purchase of Alternate Daily Cover **SHELBY COUNTY Commission** **Unit Pricing**		
Alternate Daily Cover Material	$	50lb bags
Colored Marker	$	1 QT

Order's will be placed in truck load quantities

SIGNATURE: _____

Sworn to and subscribed before me this

the_____day of _____, 202___.

_____
Notary Public

My Commission Expires:_____

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (Act 2011-535, as amended by Act 2012-491)

STATE OF ALABAMA §
§
COUNTY OF _____ §

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____with Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter "the Act").

2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

   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:*

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

   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.*

   _____(a) Contractor is a business entity or employer as those terms are defined in Section 3 of the Act.
   _____(b) Contractor is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

3. 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.

4. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312
(BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____,
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of Alabama Act 2016-312.

2. In compliance with said Act, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2023-409
(ECONOMIC BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act 2023-409 of the Alabama Legislature.

2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.

3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
   a. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
   b. Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
   c. Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
   d. Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
   e. Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____