



Rolloff-30 Yard Dumpster Services
November 15, 2024
Bid# 2025-1

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE REFERENCE. ONCE AWARDED THIS IS YOUR CONTRACT DOCUMENT.

Bid Submission Deadline: **November 22, 2024 3:00 p.m. CST**

Bid Opening Date: **December 4, 2024 8:00 a.m. CST**

Bid Opening Location will be at the Central Office 1210 Almon Ave, Tuscaloosa, AL

Bid must be delivered to: Tuscaloosa City Board of Education
Attn: Facilities Department
BID #2025-1
1210 Almon Avenue
Tuscaloosa, AL 35401

Bids must be hand delivered & signed as received by the Facilities Department no later than 3:00 pm CST on Friday, November 22, 2024.

Delivering bids to other locations within the Tuscaloosa City School system for forwarding to the Central Office is not acceptable.

Late bids will not be accepted nor opened.

I. GENERAL INFORMATION

- A. All bidders must use our form for submitting their bid.
- A. All bids must be sealed and marked in the lower left-hand corner “**Rolloff-30 Yard Dumpster Services**” with bid number **2025-1**, and received by the Facilities Department no later than 3:00pm CST on November 22, 2024. Late bids will not be opened.
- B. The Tuscaloosa City Board of Education is tax exempt under State and Federal law. Bids will not include State Sales Tax, Federal Excise Taxes or any other fee.
- C. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
- D. Although the System is seeking bids on specific items, the use of trade names should be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

II. DISQUALIFICATION OF BIDS

Bids may be disqualified before the awarding of the contract for any of the following:

- A. Failure to mark envelope as required.



- B. Failure to sign or notarize the bid document.
- C. Failure to include requested information or other details of the bid.
- D. Excessive errors.
- E. Failure to have an original signature on the bid form, a faxed copy is not acceptable.

III. SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to provide The Tuscaloosa City Schools with the purchase of Rolloff-30 Yard Dumpster Services in accordance with bid requirements and specifications.

- A. **EVALUATION SCHEDULE:** The bids will be initially evaluated for conforming to the requirements of the Bid.
- B. **TERMS OF AWARD(S):** It is the intent of the school district to issue a contract for the period as indicated in the scope of services. Awards will not be made based on price alone.
- C. Any deviations from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the vendor's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the vendor's formal bid. For the absence of any statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions.
- D. If a vendor receives a bid award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the District needs as outlined in the Request for Bids, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next responsible bidder that meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, vendor must pick up item immediately, and replace each to the District's satisfaction at no additional charge, or issue full credit, for service a return visit must be rescheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.
- E. **PRICE CLAUSES:** Prices shall be firm for the initial term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the bid. Your firm is to indicate the cost of each service.
- F. **EVALUATION:** Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be most advantageous to The Tuscaloosa City Schools.

Evaluation criteria is listed below in the relative order of importance:

- Qualifications of the Bidder, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate parts/equipment, provide necessary resources and show a history of demonstrated competence.
- Assessment of the Bidder's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the



requirements, or the bidder's inability to meet some of the requirements of the specifications.

- Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- Past performance of work with Tuscaloosa City Schools and other school districts within the state of Alabama.
- Information obtained by the District from Bidder's references or other clients.
- Responsiveness of the bid in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

IV. TERM; TERMINATION

The term of this Agreement begins as of the date first shown above and will continue in effect until cancelled by either party upon not less than thirty (30) days prior written notice to the other. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

V. PROPRIETARY/ CONFIDENTIAL INFORMATION

Each bidder is to indicate in his or her bid if anything is proprietary or confidential in nature.

VI. INFORMATION ABOUT OUR DISTRICT

The Tuscaloosa City School District consists of 21 schools, PreK-12. Enrollment is currently over 11,000 students with moderate growth predicted for the next several years.

VII. INCLUDE WITH YOUR BID THE FOLLOWING INFORMATION AS "EXHIBIT B":

- A. Length of time your firm has been in business under their current name.
- B. Length of time your firm has been doing business in Alabama.
- C. Length of time your firm has been providing services offered to schools.
- D. All bidders must demonstrate the willingness and capability of services as specified within this RFP.
- E. All bidders must include a list of three (3) references that have used this vendor's services and the time period used. Any customer listed for reference must be currently operating under an identical or substantially similar service to the proposed. For each reference indicate name of the district, address, contact person, telephone number and date the service began.

VIII. REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this Bid, the successful bidder by acceptance of award and a purchase order, agrees by acceptance, that no employee of the successful bidder or a sub-contractor of the successful bidder, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The successful bidder further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.



IX. OVERVIEW OF SERVICE EXPECTATIONS

- A. Intent: It is the intent of the specification to provide Rolloff-30 Yard Dumpster Services. In comparing proposals, consideration will not be confined to price only. The successful vendor will be one whose product is judged to best serve the interests of Tuscaloosa City Schools.
- B. Taxes & Final Payment: Prices quoted shall exclude Federal Excise and State taxes. Direct purchases by Tuscaloosa City Schools are tax exempt from Alabama Sales Tax. Final payment for equipment delivered under these specifications will not be made until all terms and conditions have been satisfied.

X. ALABAMA IMMIGRATION LAW

- A. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act includes several sections that affect the financial operations of Alabama School boards.
- B. Effective April 1, 2012, every business entity or employer doing business in Alabama is required to enroll in E-Verify* and follow the related federal law and regulations for verifying the employment eligibility of newly hired employees using the E-Verify program. {See Section 31- 13-15(b)}
- 32- *If you are an out-of-state employer with NO EMPLOYEES located in the State, then registration in E-Verify is not required, but a statement to such is required.*
- C. Two other sections of the law require business entities and employers with one or more employees working in Alabama to utilize the E-Verify program for newly hired employees as a condition of a contract, grant, or incentive awarded by a public entity on or after January 1, 2012 through the competitive bidding process. {See Section 31-13-9(a) & (b) and Section 31-13-25(b)}.
- D. Alabama laws (see Title 31, Chapter 13 of the Code of Alabama 1975) require that, as a condition for the award of a contract* by a school board to a business entity or employer with one or more employees working in Alabama; the business entity or employer must provide documentation of enrollment 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. The contractor's E-Verify Memorandum of understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the

E- Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

F-Act 2012-491 defines the term contract as, "...a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid ..."



E. If you have not previously supplied evidence of compliance with the Alabama Immigration Law to The Tuscaloosa City Schools you will need to submit evidence with your bid response through the completion of Exhibit A and any necessary attachments.

XI. LIABILITY INSURANCE

A. The Provider shall take all necessary precautions for the safety of the administration, staff, students, and visitors at the school. The work shall comply with all applicable provisions of Federal, State, and Municipal safety laws and OSHA to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. Before commencement of any work, a Certificate of Insurance must be provided by the awarded bidder’s insurance agent or carrier showing required insurance coverage as follows: Commercial Liability Insurance with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, combined single limit, that includes coverage for your operations, personal injury, XCU (explosion, collapse and underground), independent contractors, contractual, and products-completed operations. Workers’ compensation, including Employer’s Liability Coverage, of \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Alabama law. Failure to provide the certificate may be considered material breach of the agreement and may be grounds for terminating the agreement.

Submission

Be sure you have read this bid carefully. Be sure to provide all additional information requested.

Failure to include information in your package may result in your proposal being rejected.

If you have any questions regarding any requirement, including the Alabama Immigration Law requirement, you must contact us for clarification. If you notice errors in the bid, you must contact us 72 hours prior to bid opening so that corrections can be posted for all bidders.

Exhibits A & B **must** be included in your bid package.

Use the Following Method of Delivery

Address

TUSCALOOSA CITY SCHOOLS BOARD OF EDUCATION
ATTN: FACILITIES DEPARTMENT
BID #2025-1 ROLLOFF-30 YARD DUMPSTER SERVICES
1210 ALMON AVENUE
TUSCALOOSA, AL 35401

Note: Late bids will not be opened and will be disqualified.

Please put “Bid Number 2025-1 Rolloff-30 Yard Dumpster Services” on outside of mailing envelope.

Bids must be hand delivered & signed as received by the Facilities Department no later than 3:00 pm CST on Friday, November 22, 2024.



Representative Name (print/type): _____

Representative Signature: _____

Date: _____

**Bid is based on 3-year agreement with an extension of 2 years
as agreed upon by both parties.**



OFFER AND ACCEPTANCE

The undersigned hereby offers and agrees to furnish the services in compliance with all terms, conditions, specifications and amendments in the Bid.

Company: _____

Federal Employee Identification #: _____

Address: _____

This ___ day of _____ 2024

Telephone Number: _____

Notary Public

Name (Print or type): _____

Title: _____

Signature: _____

Email: _____

THIS BID MUST BE NOTARIZED.

**THIS IS YOUR CONTRACT WITH THE
TUSCALOOSA CITY BOARD OF EDUCATION.**

The contractor has been cautioned not to commence any billable work or to provide any service under this contract until Contractor receives a purchase order or written notice to proceed.

The Superintendent hereby executes this bid: _____
Dr. Mike Daria, Superintendent Date

Tuscaloosa City Board of Education Minutes:



EXHIBIT A
ALABAMA IMMIGRATION LAW COMPLIANCE NOTIFICATION

All Vendors wishing to submit bids must be able to provide The Tuscaloosa City School System with evidence of their compliance with the Alabama Immigration Law as described in Section XII of this bid.

Please respond to the following and submit this form with your bid.

Failure to properly execute this exhibit must be considered grounds for rejecting this bid.

_____ I have read and understand the expectations for materials which will demonstrate compliance with the Alabama Immigration Law.

_____ I understand that any award is contingent upon receipt of all materials necessary that demonstrate compliance.

_____ This company has no operations or employees within the state of Alabama, therefore the Alabama Immigration Law requirements do not apply. However, should this company be awarded this contract and should this company later employ individuals in the state of Alabama, this company will comply with and submit all necessary documentation for compliance with this law.

Or

_____ This company has already submitted all necessary documents to The Tuscaloosa City School System Accounting Department which verify compliance with the Alabama Immigration Law.

Or

_____ This company meets the requirements for compliance with the Alabama Immigration Law and has included the necessary materials within this bid response.

Company: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Name (Print or type): _____

Title: _____

Signature: _____



EXHIBIT B
COMPANY BACKGROUND, BILLING POLICY, WARRANTY OR GUARANTEE, AND
REFERENCES

As is outlined in Section V of the Bid Specifications, please address the following questions:

- 1. The length of time your company has been doing business under its current name.**

- 2. The length of time your company has been doing business in the State of Alabama.**

- 3. The length of time your company has been conducting business with school systems.**

- 4. In the space below, please indicate your company's warranty or guarantee as it relates to the services under this bid.**

- 5. In the space below, please indicate your company's billing policy.**



EXHIBIT B (Continued)

COMPANY BACKGROUND, BILLING POLICY, WARRANTY OR GUARANTEE, AND REFERENCES

**6. Please provide three (3) current Alabama references that we may contact.
All fields must be complete.**

1. **Company:** _____
Address: _____

Contact Person: _____ Phone #: _____
Email: _____ Date service began: _____

2. **Company:** _____
Address: _____

Contact Person: _____ Phone #: _____
Email: _____ Date service began: _____

3. **Company:** _____
Address: _____

Contact Person: _____ Phone #: _____
Email: _____ Date service began: _____



EQUIPMENT AND MAINTENANCE

The service provider will furnish all waste containers and keep waste containers functional. Also, the service provider agrees to be responsible for any damage to the waste containers or building and grounds that are a direct result of carelessness of the delivery person.

LANDFILL

The solid waste generated by ACS shall be disposed of in accordance with all applicable land disposal and federal, state and local requirements including, but not limited to, the requirements of the United States Environmental Protection Agency, the Alabama Department of Environmental Management, Shelby County and local municipalities, as applicable. The contractor shall arrange for proper disposal of the solid waste at landfill facilities or other appropriate facilities. The contractor will advise TCS of the disposal location. The contractor and any transporter acting on behalf of TCS, must ensure and warrant that the landfill facility is properly licensed, permitted and authorized to receive and dispose of the solid waste generated by TCS. The contractor and any designated transporter shall further represent and warrant that it has inquired of the individual(s) responsible for the landfill facilities as to whether they are capable of receiving the type of waste generated by TCS and been informed by the individual(s) responsible for the landfill facilities that the landfill facilities are capable of receiving the type of waste generated by TCS.

In the event the contractor or any transporter working on behalf of the contractor receives otherwise becomes aware of any alleged or suspected: (a) violation of any legal requirement of the landfill facility or its owner or operator; (b) suspension or loss of authority at the facility to receive the waste; (c) receipt of the facility of any waste that it is not capable of disposing under law; or (d) a release at or from the facility into any medium in the environment of any constituent of the waste contained in the facility, then the contractor or any designated transporter shall immediately cease delivery of TCS solid waste at the landfill facility and notify TCS of such facts orally and in writing within one working day of such occurrence. Following receipt of such notice, TCS may, by written notice to the contractor, demand that the contractor or designated transporters make arrangements from disposal of the waste at a different facility which meets the requirements set forth herein no later than five days after receipt of such notice. The contractor shall advise TCS in writing of the name and location of the new facility and shall make the representations and warranties set forth herein with respect to the new facility. No price adjustment will be permitted in the event such a change is necessary.



DELIVERY AND SCHEDULES

A service schedule will be developed with the successful bidder that will meet the requirements of the school program. All 30-yard roll off dumpsters must be in good repair, free of major rust, and changed out as requested. Only designated personnel will be authorized to call to schedule or pick up roll offs. Roll offs may be scheduled/requested for additional services based on district requirements. Roll offs will be provided to standard schools listed below and serviced as requested by authorized personnel. Locations off the standard roll offs will be approved by Executive Director or designee/s.

<u>School/Building</u>	<u>Address</u>
Central Office:	1210 Almon Ave.
Central HS:	905 15th Street
Northridge HS:	2901 Northridge Rd
Bryant HS:	6315 Mary Harmon Bryant Drive
TCTA–Tech School:	2800 MLK BLVD

**Price also includes all requests that may require a roll off throughout the district as needed.

SAFETY

Project shall at all times be properly supervised and adequately manned by an experienced team of appropriate size. The Contractor shall have a Field Supervisor on the work site at all times and shall be responsible for the supervision and direction of the work performed by their employees.

- A. Precautions shall be exercised at all times for the protection of persons (including employees) and property. Contractor must take all necessary precautions to protect District property from possible damage and guard against such damage or loss. Any damage caused by the Contractor (i.e. damage to buildings, trees, utilities, etc.) shall be reported by the Contractor immediately to the District no later than the next business day.
- B. Contractor shall maintain a safe, clean work area. Site shall be left in good condition and free of any debris or trash. Area shall be kept as neat, clean, and orderly as possible. Use of District dumpsters is prohibited.
- C. No material and/or equipment shall be stored on site without prior approval from the District. The Contractor shall be responsible for the protection of their equipment while on District property. Tools and materials should be under supervision at all times. The District assumes no stated or implied responsibility for Contractor property.



D. The cost of repair or replacement for any and all damage to the Contractor(s) materials and/or equipment shall be borne by the Contractor.

E. Contractor(s) shall prohibit their employees from disturbing District property that is not within the employees' scope of responsibility. All employees of the Contractor shall be mentally and physically competent to perform the services required. The Contractor shall enforce strict discipline and good order among their employees at all times.

F. The Contractor is required to be familiar with and comply with all federal, state and local laws, codes, rules and regulations. All work shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal, and the Contractor shall be responsible for the compliance and/or supply of licenses, bonds, and insurance. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. No statement within this proposal request shall negate compliance with any applicable governing regulation.

G. The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- 1.) All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- 2.) All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall beware of and trained in the operation of all safety equipment required for this project.



Bid Sheet

Bidder(s) shall provide at their expense and include in the bid base contract price the cost of all labor, tools, fees, rental, and equipment necessary for the job completion. All trip charges, mileage, overtime, vehicle charges and travel time are to be included in the proposal pricing, and shall not be invoiced separately to the District. I hereby submit a bid for all labor and materials in accordance with the above bid specifications.

Company Name: _____

The bid amount must include roll-off, services, delivery, rental, and fees to store and dump as needed.

30 Yard Roll Off

Cost per roll off dump \$

Representative Signature: _____

Please include this document in the sealed bid packet



Please include this document in the sealed bid packet.

DISCLOSURE STATEMENT

Relationship between Contractors/Grantees and Employees/Officials of the Tuscaloosa City Board of Education

Contract/Purchase Order Number: _____

Name of Contractor/Grantee: _____

Address: _____

Phone: _____

Nature of contract/grant: _____

Does the contractor/grantee have any relationship with any employee or official of the Tuscaloosa City Board of Education, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and the nature of the benefit.

This disclosure form will be available for public inspection upon request. The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent of Contractor/Grantee: _____

Printed Name: _____

Date: _____

Please include this document in the sealed bid packet.



Bid Submission Checklist

- Business License**
- Insurance**
- Bid Proposal**
- Business E-verify**
- Bidder is required to submit contact information for three (3) business references**
- Disclosure Statement**
- All bid tabulation/total sheet/s**
- Any other document marked “please include this document in the sealed bid packet”**
- Bid Number and Opening Date Noted on Outside of Packet**
- Completed Signed Bid Packet**

I attest that the above listed documents are included in this packet and the packet is annotated as outlined above:

**Signature of Authorized
Company Representative:** _____

Date: _____

Please include this document in the sealed bid packet.



ROLLOFF-30 YARD DUMPSTER SERVICES
BID #2025-1
November 15, 2024

LIST ADDITIONAL COMMENTS/CONCERNS HERE: