

**DALE COUNTY BOARD OF EDUCATION
WASTE DISPOSAL SERVICES**

Instructions to Bidders:

Dale County Board of Education (hereinafter The Board),
202 S. Hwy 123, Suite E, Ozark, AL, is seeking bids for District-wide disposal services.

Bids will be publicly opened at The Board, 202 S. Hwy 123, Suite E, Ozark, AL 36360,
on June 3, 2021 at 2:00 PM in the District Office.

Each bidder must submit two (2) copies the following documents with their bid:

- Bid Proposal Form (attached)
- Business Reference Form (attached)
- E-Verify Packet (attached)

The Board intends to award the services to the contractor providing the lowest line item price for services to all The Board buildings. For any locations which your company does not wish to service, place "No Bid" under the "Price" column on the bid Proposal Form. The Board reserves the right to accept or reject any or all bids or any portion thereof for failure to comply with the bidding requirement and to waive any non-material defects as permitted by law, as The Board deems in the best interests of The Board.

The Dale County Board of Education may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.

Disposal services are to be rendered to The Board buildings for a period of one (1) year commencing July 1, 2021 and ending June 30, 2022. The Board may opt for automatic renewal of contract for up to four (4) additional years, with thirty (30) days' notice by either party before discontinuation of contract.

Intent of Specifications:

It is the intent of this invitation for bid to stabilize the cost of disposal services for the period effective July 1, 2021 to June 30, 2022.

Site Inspection:

It is in the best interest of each prospective bidder to examine individual sites and the current type and location of containers. The contractor will be responsible for providing the type of containers currently in place at all The Board properties.

Contact Performance:

In the event bidders have questions regarding individual site locations or on the bid process, they should contact Mr. Charles Walker, Associate Superintendent, Dale County Board of Education, 334-774-2355. All questions or concerns must be submitted in writing at least five (5) business days prior to the bid opening date.

Any clarifications issued will be in writing by way of Addendum issued to all bidders who obtained bids through Mr. Walker. Any and all addenda properly issued by the District will be binding upon all bidders, regardless of the bidder's actual receipt or acknowledgement of the addenda.

Mr. Walker's email address is cwalker@dalecountyboe.org.

References:

With its bid, each bidder shall submit a completed Business Related References Form identifying at least three clients of similar or greater size for whom similar services have been provided during the past five years, as well as other requested information.

Dale County Board of Education
Waste Disposal Services

General Conditions and Specifications

1. **Purpose:** The purpose of this specification is to describe the requirements for removal and disposal of solid waste and recyclable materials within the Dale County Board of Education School District.

2. **Scope:** The Contractor shall provide the following containers at the following facilities and provide all services set forth in the Contract Documents for each location:
 - Ariton School: 264 Creel Richardson Drive, Ariton, AL
 - 1- 8 yd bin no less than 3 x week
 - 1- 4 yd bin no less than 3 x week
 - 1- 4 yd bin no less than 2 x week (located at Field House)

 - Ariton Lunchroom: 264 Creel Richardson Drive, Ariton, AL
 - 3- 8 yd bins no less than 3 x week

 - GW Long School: 2565 County Road 60, Skipperville, AL
 - 2 – 8 yd bin no less than 2 x week (High School campus)
 - 1 – 8 yd bin no less than 3 x week (Bin located near lunchroom for Elementary school use)

 - Long Lunchroom: 2567 County Road 60, Skipperville, AL
 - 2 – 8 yd bins no less than 3 x week

 - Newton Elementary School: 523 College Street, Newton, AL
 - 1 – 6 yd bin no less than 3 x week

 - Newton Lunchroom: 523 College Street, Newton, AL
 - 1 – 8 yd bin no less than 3 x week

 - South Dale Middle School: 309 Randolph Street, Pinckard, AL
 - 1 – 8 yd bin no less than 3 x week

 - South Dale School Lunchroom: 309 Randolph Street, Pinckard, AL
 - 1 – 8 yd bin no less than 3 x week

 - Dale County Bus Barn: 1361 E. Hwy 27, Ozark, AL
 - 1 – 6 yd bin no less than 1 x week
 - 1 – 2 yd bin no less than 1 x week

- Dale County Central Office: Dumpsters for construction use at various school locations. Bin size and pickup times to be determined.

Any request to modify the quantity and/or size of containers at any location must be submitted in writing to The Board at least 10 days prior to the date set for bid opening. Requested modifications that are not approved in writing by The Board prior to bid opening will not be considered and any bids containing unapproved modifications will be rejected.

- 2- The contractor shall provide all necessary labor, materials, containers and equipment for the collection, removal and proper disposal of all trash and recyclable within The Board. All services shall be in such a manner as to be in compliance with all applicable federal, state, county and municipal requirements and regulations. Special collections are to be scheduled for days when the regularly scheduled collection falls on a holiday, or when the collection is delayed due to weather or equipment failure.

- 3- Contract Extension

This contract is to be for a period of one (1) consecutive year beginning July 1, 2021 and ending June 30, 2022. The Board wishes to have the option to automatically renew this contract on an annual basis for four (4) additional years following completion of the first year of the contract.

Contract may be cancelled or terminated with a (30) thirty day notice from either party, and any and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this portion of the contract.

4- Billing

Accounts are to be set up for each entity in the Dale County School system as follows:

Ariton School
Ariton Lunchroom

GW Long High School
GW Long Elementary School

Newton School
Newton Lunchroom

South Dale Middle School
South Dale Middle School Lunchroom

Dale County Bus Barn

Construction/Roll off bins: Dale County Board of Education

All accounts are to be submitted to the Dale County Board of Education Central Office, 202 S. Hwy 123 Suite E, Ozark, AL. Email of monthly invoices and/or website log in is preferred. Email Julie Gill jgill@dalecountyboe.org billing invoices.

Payments can be made with credit card, with no fees attached, or with Electronic Funds Transfers, or ACH.

- 5- Compliance with Laws and Regulations. The contractor's services and actions shall comply with all applicable federal, state, county and municipal laws, regulations and other requirements.
- 6- Taxes. No charge will be allowed for federal, state or municipal sales or excise taxes for which The Board is exempt by law. Tax exemption form is available upon request.
- 7- Contractor Techniques. The contractor will be permitted to use techniques generally acceptable for the removal of trash and garbage and the recycling of materials.
- 8- Containers. The contractor shall supply all containers referenced in these General Conditions and Specifications free of charge. Containers may be front end, side or rear loading containers. All containers shall be placed in designated removal areas for each location.

All containers shall be scrubbed clean, repaired, repainted and sanitized at periodic intervals, no less than once per contract year. Lunchroom containers should be cleaned at least twice a year and more as needed.

All containers shall have operable covers in good working order. Locking lids may be requested if deemed necessary. All doors and hardware shall be in good working order. Containers shall be constructed of high quality steel with one-piece fronts, bottoms and backs for added strength to prevent leakage. Side section seams are to be continuously welded. All points of stress are to be welded with extra heavy bead. Containers for other recyclables may be heavy duty plastic with tight fitting lids.

9- The Board reserves the right to relocate the removal area at no additional cost to The Board. The Board will notify the contractor in writing two weeks prior to the effective date of the relocation. The contractor shall relocate his containers prior to the effective date. Should The Board install “dumpster enclosures” (at The Board’s cost), the contractor will be required to properly open and re-secure the enclosure gates or doors during collections.

10- The contractor shall remove, at no additional charge, any additional and overflow refuse, in plastic bags, placed next to the containers at the time of collection. Debris in the removal area, caused by the collection or transfer shall be picked up and the area broom cleaned by the contractor prior to the contractor leaving the area.

11- Additional Pickups. From time to time, the amount of trash or waste generated may necessitate additional pickups by the contractor. The Board will call the contractor to request additional pickups on a per school location basis. Additional pickups will be based on the contractor’s unit prices set forth in the bid, unless such prices are rejected by The Board. The Board shall retain the right to contract with a third party for such services if it deems that it is in The Board’s best interests to do so.

12- Failure to perform. The Board reserves the right to deduct from the contractor’s invoice, charges for each failure to pick up trash, garbage and recyclables as specified, as well as failure to keep the removal areas clean of debris. Deductions shall be based on the contractor’s unit prices.

The failure of the contractor to perform for three consecutive business days will result in The Board considering that the contractor has abandoned the contract. In the event this situation occurs, the contract will be terminated and any monies due the contractor will be applied towards the additional costs borne by The Board to have the wastes removed from the schools. Additionally, the contractor will be responsible for any additional cost to The Board of having the contracted services performed for the remainder of the contract term.

13- All trucks (compactor or others) used by the contractor to pick up trash, garbage or recyclables shall be watertight to prevent spillage of liquid at the removal areas. Trucks used by the contractor shall be in good condition; in the event of vehicle breakdown(s), the contractor will be responsible to provide replacement vehicles to remove the wastes.

14- The contractor shall be responsible for any damage done to The Board property resulting from the services provided under this contract. All The Board property is designated as "Non-Smoking". All traffic signs, regulations and speed limits shall be strictly observed. Contractor personnel shall show extreme caution when students or staff is in the area. Contractor vehicles may not be left, unoccupied, without the prior removal of the ignition keys.

15- Invoicing Procedures. The contractor shall submit written or email invoices by the last day of each month. Extra pickups or other services will be shown on separate line items. Credit card payments are preferred with no additional fee for card use added.

Lunchroom Accounts will need to be invoiced for 10 months' services. Lunchrooms are not in operation during the months of June and July. Prorated billing for 10 month's services billed for 12 months will be acceptable. Please indicate on Bid Proposal the Billing amount and the prorated monthly amount.

16- Materials to be Disposed in Landfill or Disposal Site. The contractor shall agree to dispose of all solid wastes generated by The Board in accordance with other applicable laws, regulations, statute or ordinance governing the disposal of waste generated.

17- Landfill. The solid waste generated by The Board 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 Protection, Dale 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 The Board of the disposal location.

The contractor and any transporter acting on behalf of the contractor hereby represents and warrants that the landfill facility is properly licensed, permitted and authorized to receive and dispose of the solid waste generated by The Board. 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 The Board 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 The Board. In the event the contractor or any transporter working on behalf of the contractor receives notice or 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 The Board's solid waste at the landfill facility and notify The Board of such facts orally and in writing within one working day of such occurrence. Following receipt of such notice, The Board may, by written notice to the contractor, demand that the contractor or designated transporters make arrangements for 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 The Board 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.

18- Indemnification. The contractor and any of its subcontractors and any transporters pursuant to these specifications covenant and agree and shall at all times defend, indemnify, protect and save harmless The Board, its employees, directors, officers and agents ("Indemnified Parties") from and against all costs, expenses, losses, damages, detriments, suits, claims, demands, costs and charges, including, without limitation attorneys' fees and environmental cleanup costs, arising out of or relating to the contractor, its employees and/or its subcontractors or agents breach or violation of (1) the covenants, warranties or representations made in these specifications and contract by the

contractor to The Board; (2) any of the laws or legal requirements relating to the transportation of solid waste or (3) any other obligation imposed by statute or common law. The indemnity shall survive the termination of the contract by either party.

19- Discrimination. The contractor shall agree that in hiring of employees for the performance of work or services under this contract, no contractor nor any person acting in behalf of such contractor, shall, by reason of race, creed or color, discriminate against any citizen of the State of Alabama who is qualified and available to perform the work or services to which the employment relates.

The contractor nor any person on the contractor's behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work or services under the contractor's contract on account of race, creed or color.

20- Allowances. No cash allowances are permitted.

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify (if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is

personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program (if required) prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board 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 Contractor's failure to fulfill its obligations contained in this paragraph.

Business Related Reference Form

References for: _____

Name of Firm

Address

Person to Contact Phone Fax Email

Contract Details

Name of Firm

Address

Person to Contact Phone Fax Email

Contract Details

Name of Firm

Address

Person to Contact Phone Fax Email

Contract Details

Dale County Board of Education
Waste Disposal Services

Bid Proposal Form

Contract Date July 1, 2021 – June 30, 2022

Site	Number of Bins	Size of Bin (Yds)	Pickups per Week	Price LR: Full/Prorated
Ariton School	1	8	3	
	1	4	3	
(at Field House)	1	4	2	
Ariton Lunchroom*	3	8	3	/
Long High School	2	8	2	
(Elementary side)	1	8	3	
Long Lunchroom*	2	8	3	/
Newton School	1	6	3	
Newton Lunchroom*	1	8	3	/
South Dale Middle School	1	8	3	
South Dale Lunchroom*	1	8	3	/
Dale County Bus Barn	1	6	1	
	1	2	1	

*Lunchrooms will be serviced August through May. Indicate full billing amount and prorated amount if billed 12 months a year.

Company Name _____

Address _____

Phone Number _____

Signature Company Representative

ACCREDITED BY



DALE COUNTY BOARD OF EDUCATION

OFFICE OF SUPERINTENDENT
202 SOUTH HWY 123, SUITE E
OZARK, ALABAMA 36360

WEB SITE: www.dalecountyboe.org
PHONE (334)774-2355 FAX (334)774-3503

ACCREDITED BY



MEMORANDUM

TO: CONTRACTORS AND GRANTEES
FROM: JESSE W. JAMES, CHIEF FINANCE OFFICER
DATE: MAY 18, 2021
RE: H.B. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow-down requirements that went into effect on January 1, 2012. These requirements apply to entities that employ one or more employees in Alabama. The requirements are as follows:

1. PROVIDE your local school system (the Board) proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Immigration Law Compliance*;
2. SUBMIT to your local school system (the Board) an *E-Verify Memorandum of Understanding* if enrollment with E-Verify is required (entity has one or more employees);
Go to www.dhs.gov/E-Verify for enrollment instructions.
3. PROVIDE your local school system (the Board) a signed *Notice of Alabama Immigration Law Compliance Contract Requirements*, which contains contractual provisions;
4. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance - Subcontractor*.

The requirements above, imposed by Alabama's Immigration Law, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."¹ As a Contractor² or a Grantee, if these obligations do not apply to you, please indicate such on the attached affidavit by completing the appropriate certification.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement. Please submit these documents within 10 days of the receipt of this letter. Failure to submit this requested information will result in the removal of your company from the Dale County Board of Education active vendor file. If you have any questions, please contact my office at 334-774-2355.

¹ ALA. CODE §§31-13-9 (a) and (b). See <http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535>. The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as §32-6-9. (the "Act")

² A **Contractor** is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §31-13-3(3).