

**INVITATION FOR BIDS  
BID # 18-01 FURNISH SOLID WASTE DISPOSAL SERVICES  
FOR DESIGNATED PIKE ROAD SCHOOLS FACILITIES**

**Bid Submission Deadline/Opening:** April 24, 2018 – 8:30 A.M.

**Address to Submit Bids/Bid Opening:** Pike Road Board of Education, 500 Avenue of Learning, Pike Road, AL 36064.

The Pike Road Schools Board of Education (“Board”) is soliciting bids from vendors who are interested in providing commercial, solid waste collection and disposal services for up to two Board locations (“Services”) over an approximate one and one-half year period (the “Contract”). (After this initial Contract Period the Board will re bid services for up to three locations for at least a three-year period). The Board invites interested contractors to submit sealed bids to the above address to provide all trash dumpsters, equipment, labor, vehicles, personnel, and ancillary resources needed to perform the Services pursuant to the Specifications and other requirements in the Bidder Information materials being provided in connection with this Bid.

Bids will be accepted until the time and date specified above, at which time those bids will be publicly opened and read as soon thereafter as practicable. Each bidder is responsible for mailing or delivering its bid so that it will be actually received at the above address and location at or before the specified bid opening time; bids received after that time will not be considered.

Interested contractors may obtain a copy of the Bidder Information materials (which includes the Specifications for the Contract, and Contractor’s Bid Response Form) from Dustin Daehn (the Board’s CSFO) at the above address. Mr. Daehn may be contacted at 334-420-5303 or at [dustin.daehn@pikeroadschools.org](mailto:dustin.daehn@pikeroadschools.org). Questions about the Specifications or other bid materials should be directed in writing to Mr. Daehn at his email address.

To be considered for the award of the Contract, an interested contractor must complete and return the Contractor’s Bid Response Form and provide other information requested in the Bidder Information materials. Also, to be considered for the award, the successful contractor must possess the minimum experience and qualifications to perform the Contract that are specified in the Bidder Information materials.

The award will be made to the contractor that lowest responsive and responsible bid. Interested contractors are invited to submit unit prices for a base bid and an alternate bid. The Board reserves the right to reject any or all submitted bids, to accept the Base Bid and Alternate Bid set forth on the Contractor Bid Response Form, or to accept the Base Bid and reject the Alternate Bid. Also, the Board may waive any informality related to the bids.

This Invitation for Bids is also on our website [pikeroadschools.org/departments/finance](http://pikeroadschools.org/departments/finance).

**BIDDER INFORMATION**  
**BID # 18 – 01 FURNISH SOLID WASTE DISPOSAL SERVICES**  
**FOR DESIGNATED PIKE ROAD SCHOOL FACILITIES**

**I. GENERAL SCOPE**

The Pike Road Board of Education (“Board”) currently operates *Pike Road Elementary School* which is located at 500 Avenue of Learning Pike Road, Alabama and was opened in 2015 (the “2015 School”) and *Pike Road Historic School*, opened in 2017 and is located at 4710 Pike Road, Alabama (the “Historic School”). Additionally, the Board may open and operate another school during its 2018-19 or 2019-20 Academic Year that will be located within Pike Road, Alabama (the “Future School”).

In its Base Bid, the Board requests interested contractors to propose unit prices for solid waste collection and disposal services (the “Services”) for the Historic School. In the Alternate Bid, the Board requests unit price bids for Services for Future School that it expects to open and operate in the near future.

If awarded the Contract, the successful Contractor, in consideration for the payment of the unit prices proposed in its bid, will supply all trash dumpsters, equipment, labor, vehicles, personnel, and ancillary resources needed to perform the Services at either or both The Historic School and Future School, pursuant to the Specifications and other requirements in these Bidder Information materials. This Bid does not encompass or request bids for performing Services at the 2015 School.

**II. SPECIFICATIONS**

The successful Contractor agrees to perform the Services in accordance with the following Specifications for the Contract.

1. Term of Contract. The expected Contract Periods for Services at the respective The Historic School and Future School are as follows:

Historic School: The period for Services at this facility will commence on or about May 01, 2018 and continue through November 30, 2020 (“Contract Period for Base Bid”).

Future School: The period for Services at this facility will commence in 2018, 2019 or 2020 at a time to be designated by the Board and continue through November 30, 2020 (“Contract Period for Alternate Bid”).

These above periods for providing Services may be referred hereinafter as the “Term”.

The Contract may terminate before the expiration of its Term on occurrence of any of the following:

- (a) Termination for Cause by Board. If the Contractor fails to perform any material obligation in the Specifications, the Contract or elsewhere in the Bidder Information materials (a “Default”), the Board may terminate the Contract for cause on fourteen (14) days’ advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any

Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the Contract or available by law that arises from a Default;

- (b) Termination for Cause by Contractor. If the Board does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days' advance written notice to the Board; provided that the Board shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause; and
- (c) By Board for its Convenience. Board, for its convenience and without cause, may terminate the Contract to provide Services at its new facilities effective on any of the following dates: June 30, 2018 (the end of its 2017-18 Academic Year); June 30, 2019 (the end of its 2018-19 Academic Year); or June 30, 2020 (the end of its 2019-20 Academic Year). If the Board desires to exercise its right to terminate the Contract at any of these times, it shall provide thirty (30) days' advance written notice to the Contractor of its intent to terminate.

2. Trash Dumpsters. Contractor shall supply 2 metal trash dumpsters each having 8 yds. capacity at both the Historic School and the Future School when the period of Services commences there. These dumpsters and all other equipment supplied by Contractor for Services ("Equipment") shall remain its exclusive property at all times. Contractor exclusively shall have the risk of loss or damage to any Equipment that it places, stores or uses on Board property.

3. Disposal. Contractor, at its expense, is exclusively responsible for collecting, removing from the dumpsters and Board premises, and disposing of all solid waste collected at the Historic School and the Future School at a public landfill or other properly licensed disposal facility that is selected by Contractor.

4. No Compaction Services. Contractor shall not be obligated to provide solid waste compaction operations in connection with its Services.

5. Trash Removal Schedule. Trash removal and disposal will be provided to the Board on an as needed basis. During the period that Services are provided at its The Historic School and Future School, Board estimates, but not guarantee, that the solid waste contained in each dumpster will need to be emptied on the following frequency:

At Historic School – a minimum of 3 times each week that regular classes are in session, and once weekly during summer period, Thanksgiving period, Christmas period and spring break.

At Future School – a minimum of 3 times each week that regular classes are in session, and once weekly during summer period, Thanksgiving period, Christmas period and spring break.

Following commencement of the Term for Services at the Historic School and Future School, the parties will use their good faith efforts to agree on a weekly, monthly and annual schedule for emptying dumpsters at each facility throughout the Board's academic year.

5. Compensation for Services. Board will pay Contractor for its Services based on (i) the actual number of times each month that it collects all solid waste from a 8 yd. capacity dumpster at the Historic School and Future School, removes same from the Board premises and disposes of same at a proper, off premises disposal facility (hereinafter a "Disposal Operation(s)"), and (ii) the unit prices for each Disposal Operation that Contractor indicates on the completed **Exhibit A** that it submits with its bid. These payments will fully compensate Contractor for all of the following: its expense of supplying dumpsters and other Equipment; its travel and disposal expenses; its furnishing all labor, materials, vehicles, equipment and incidentals related to the Services and Dumpster Operations; its performing all work and Services contemplated and embraced under the Contract; for all loss or damage it may incur that arises out of the performance of the Services; for all risks it incurs with connection with performing the Services or entering the Contract; and for its completing and performing its obligations, responsibilities and operations contemplated in these Specifications, in other provisions in the Bidder Information materials and in the Contract.

6. Unit Prices Firm During Term. The Unit Prices entered by the successful Contractor on its completed Contractor Bid Response form (see **Exhibit A**) will remain firm and not change from the commencement date of Services at the Historic School and Future School through the expiration of the Term.

7. Estimated Quantities/No Guaranteed Revenue/Changes in Quantities.

(a) The Estimated Quantities of Dumpster Operations shown on **Exhibit A** are the Board's good faith estimations of the total annual quantities of those Operations that it will require for respective The Historic School and Future School during the first year of the Term of Services. The Board anticipates that similar quantities of Services may also be required in subsequent Contract years.

However, the Board but does not warrant or guarantee that the Contractor will be asked to supply the annual quantities estimated by it on **Exhibit A** in the first year or any subsequent year of the Contract, that these estimates are accurate, that the Board will require or purchase these quantities during any period of Services during the Term or that the successful Contractor will receive any minimum amount of revenue or compensation for its Services over the Term if the Contract is awarded to it. Contractor acknowledges and agrees that the quantity estimations on **Exhibit A** are given for the sole purpose of receiving unit price bids from interested vendors, tabulating those bids and awarding the Contract.

(b) During the Term, the Board reserves the right to increase or decrease the quantities of Services and Dumpster Operations shown on **Exhibit A** that it may require. Any such increase or decrease in quantities will not change the unit prices that are in effect during the period when those Services are supplied, no allowance will be made to Contractor to pay compensation for any changes in its costs of operations, and any such changes should not be considered as waiving or invalidating any conditions or provisions of the Contract.

8. Invoicing/Payment/Record Keeping & Audit.

(a) Contractor shall submit invoices for performance of Services on a monthly basis during the Term. Invoices should reflect requests for payment for Services/Dumpster Operations performed during

the preceding month. Invoices shall separate the Services performed at the Historic School and Future School. At a minimum, Contractor shall include the following information on its invoices:

- (i) name and address of School;
- (ii) number and dates of Services/Dumpster Operations at each School;
- (iii) invoice or ticket number; and
- (iv) Contractor's calculation or other information indicating the amount owed.

Invoices should be emailed to the Board's CSFO – [dustin.daehn@pikeroadschools.org](mailto:dustin.daehn@pikeroadschools.org). (or other Board representative he designates in writing) and/or mailed to the following address: Pike Road Schools - Attention: CSFO, 500 Avenue of Learning, Pike Road, AL 36064. Board agrees to pay invoices that are properly prepared by Contractor and not disputed within fifteen (15) days after receipt of same.

Board's payment of an invoice does not waive its right to subsequently contest the bases or matters set forth on it, and or to adjust or deduct disputed amount on Contractor invoices; provided, that the Board and Contractor will use their good faith efforts to resolve any disputes concerning the performance of Services or invoices concerning them within no longer than thirty (30) days following receipt of an invoice containing a disputed amount.

(c) Board Audit Right/Contractor's Retention of Records. Upon reasonable advance notice from the Board during the Term or within one year after expiration (or earlier termination) of the Contract, Contractor, at its expense, agrees to produce for inspection the following; records, logs, reports, information and documents (whether created or maintained in electronic, written or other form) that it creates, maintains, generates or utilizes with respect to the performance or billing of Services (collectively, the "Contractor Records"). Contractor agrees that Board may examine Contractor Records to evaluate whether the Contractor has properly completed, accounted, billed for Services and performed the transactions contemplated hereunder. To facilitate any such inspection or audit, the Contractor agrees to maintain the Contractor Records for a period of no less than three (3) years following the expiration (or earlier termination) of the Term of this Contract.

#### 9. Other Terms, Conditions & Understandings.

(a) Contract/Contract Documents. As used herein, the term "Contract" refers to the written agreement between the Board and the successful Contractor for the performance of the Services. The Contract includes all the following documents and any approved orders thereto: Invitation for Bids; Specifications and other sections or provisions in the Bidder Information materials (including, without limitation, **Exhibit A** - Contractor Bid Response Form, collectively the "Contract Documents"). In the event of any conflict between the terms, provisions and conditions in the different Contract Documents, the language in the document in the order below shall take govern and control: (1) Section 2 of these Specifications; (2) Other Sections of the Bidder Information Materials; and (3) Invitation for Bids.

(b) The successful Contractor warrants, acknowledges, and agrees to each of the following with respect to its performance of Services:

1. Compliance with Laws. Contractor shall, at all times, observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect or apply to the performance of the Services, including, but not

limited to, all laws and regulations intended to protect its workers and intended to protect the environment or public health.

2. Licenses/Permits. At its expense, Contractor shall procure, and maintain throughout the Term of the Contract, all federal, state or local governmental licenses (including, but not limited to, a local Business License issued by the Town of Pike Road), and authorizations and permits required to perform the Services, and provide all notices necessary and incident to lawful performance of the Services.
  
3. Right to Enter Board Sites. During the course of performing the Services, the Board grants Contractor a license to enter, temporarily occupy and utilize those parts of Board property or buildings as is reasonably needed to perform those Services (“Board Sites”). Contractor agrees as follows with respect to this license:
  - (i) It will not block or restrict traffic over any roads or ways on Board Sites;
  
  - (ii) It is responsible for any damage to persons or property owned by the Board or third parties on account of any negligent act, omission or misconduct by its employees, officials or other representatives (including any subcontractors) in performing the Services, including, but not limited to, damage occurring in the operation of Contractor vehicles on or about Board sites; and
  
  - (iii) Guidelines for Contractors. Contractor shall comply with the following requirements that apply to all vendors and their personnel who perform work or services on or about Board Schools and facilities:
    - NO Weapons on school grounds.
    - NO illegal substances on school grounds.
    - NO smoking on school grounds.
    - Visible identification of Contractor personnel is required at all times.
    - NO contact or communication with students.
    - Appropriate language shall be used at all times.
    - Cell phones shall be placed on silent/vibrate mode while inside Schools
  
4. Contractor will continuously and diligently perform its Services in such order and manner to complete them in a safe, good, workmanlike and timely manner that is consistent with other contractors providing like services under similar conditions.
  
5. Contractor exclusively will be responsible for training and supervising all of its personnel (including any subcontractor personnel), taking necessary

actions to ensure that its workmen have sufficient skill and experience to properly perform the work assigned to them, and furnishing an ample force of trained laborers, tools, supplies and Equipment that it determines necessary to complete the Services at a satisfactory rate of progress.

6. Required Background Check. Contractor agrees to perform a criminal background check with respect to any of its employee, personnel or other representatives (including subcontractors) that are assigned to work or provide Services on or about a Board School or other Board facility. Contractor is responsible to pay for these reports, to maintain them on file, and to not assign any personnel with an unsatisfactory criminal history or background to provide Services on or about a Board Site.

(c) Indemnification by Contractor. Contractor agrees to defend, indemnify, and hold harmless the Board, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereafter a "Contractor Representative") asserted against the Indemnitees that arise out of, relate to, result from, or are attributable to any of the following: (a) any default of the Contractor or its failure to perform its obligations under this Contract; (b) any conditions in or about the Board work Sites that the Contractor or any Contractor Representative may enter or encounter in performing their Services or work; and (c) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform the Services and work. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(d) Insurance Requirements. In connection with its performance of Services, Contractor shall maintain the following types of insurance for the duration of this Contract and for limits not less than stated below:

(i) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, shall include completed operations and assumed contractual liability coverage, and shall have limits of not less than

-\$ 1,000,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence;

This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to Board property and Board personnel caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor Representative, in performing the Services and work contemplated in the Contract.

(ii) **Automobile Liability:** This insurance shall cover owned and rented vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage; and

(ii) **Workers' Compensation:** As required by statute.

All required insurance shall be provided through a policy(ies) issued by a company or companies qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the Board. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the Board and its officers, employees and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of services hereunder, the Contractor shall provide the Board a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

(e) Contract Representatives. The Board and Contractor each will appoint and provide contact information (including a cell telephone number and business email address) for a Contract Representative(s) who will be their primary contact(s) for regular communications concerning the Services and have authority to make timely decisions on the administration of the Contract.

The Contract Representative appointed by Contractor must be available during days while Boards Schools are in session to address emergencies or promptly take actions to remedy any deficiencies in Contractor's performance of Services.

(f) Safety. The Contractor exclusively is responsible for the safety of its employees, personnel, or other representatives (including any subcontractors) while any of them are performing Services or operations on or about any Board Sites or other facilities, and for supervising all of those persons while they perform Services.

(g) Immigration Law Compliance. Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the Board and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this paragraph, this Contract 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.

(h) As contemplated in Ala. Code § 41-16-5 (1975), Contractor represents and agrees that, by entering the Contract, 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.

(i) No Subcontracting or Assignment without Consent. Without the written consent of the Board, which may be withheld for any reason, the Contractor may not retain or subcontract with another entity to assist the Contractor to perform the services and or its obligations in this Contract.

(j) Independent Contractor. Contractor is an independent contractor of the Board. This Contract does not create any partnership, joint venture or principal-agent relationship between the Contractor and the Board. Further, the Board retains no control or authority with respect to the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs its services or work. None of the personnel assigned by the Contractor to perform Services shall be considered an employee or agent of the Board.

Further, the Contractor shall establish and pay each of its employees, workers or subcontractors the wages, benefits, and any other compensation owed them with respect to their services or this Contract. No workers or other person engaged by the Contractor are eligible to receive any benefits provided by the Board to its employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including, but not limited to, withholding amounts for federal income taxes, Social Security taxes, unemployment taxes and applicable state and local income taxes, and, if applicable, the provision of benefits under the Affordable Care Act or other federal or state laws..

(k) The Contract is made only for the benefit of the Board and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(l) Dispute Resolution. The Contract Representatives will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated.

(m) The Contract may be amended or modified only by written instrument signed by both parties.

(n) Any forbearance or delay on the part of the Board in enforcing any of its rights under this Contract shall not be construed as a waiver of those rights. No terms of this Contract shall be waived by the Board unless expressly waived in writing.

(o) Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.

(p) Exclusion of Consequential Damages. If either party breaches its obligations to the other hereunder or makes any claim against the other related to this Agreement, neither party shall be liable to the other, and each party expressly waives and releases the other party from, any claim, right or action against the other for any special, consequential, indirect, punitive or exemplary damages, including, but not limited to the following: loss of profits, income, financing or revenue; loss of use or business opportunity or reputation; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for loss of management or employee productivity. Nothing herein shall be construed to preclude the recovery of an award of direct damages that are contemplated in the Agreement and are proven.

### **III. PRE-BID INQUIRIES**

Specific questions about the Services, the Specifications or other bid materials or processes should be directed in writing to Dustin Daehn at [dustin.daehn@pikeroadschools.org](mailto:dustin.daehn@pikeroadschools.org) at least five (5) days before the bid opening date. Mr. Daehn will attempt to respond to those inquiries no later than three (3) days before that date.

The Board does not intend to conduct a Pre-Bid Conference in connection with this Bid.

### **IV. MINIMUM QUALIFICATIONS OF CONTRACTOR & REQUIREMENTS FOR AWARD**

The Board only will consider bids from contractors, and award the Contract to a Contractor, that meets the following requirements:

- a. The successful Contractor must provide evidence that it has at least at least five (5) years' experience furnishing commercial grade solid waste disposal Services like those contemplated in the Contract. Each bidder should provide information evidencing the satisfaction of this qualification with its bid.
- b. The Contractor must possess all applicable licenses to perform the Contract, including, but not limited to, a business license issued by the Town of Pike Road.
- c. Prior to executing the contemplated Contract, the contractor must furnish a certificate(s) or other evidence indicating that it has complied with its Insurance requirements that are set forth herein.

### **V. PROCESS FOR AWARD OF CONTRACT**

1. The Board will award the contemplated Contract to a responsive and responsible contractor that submits the lowest bid. In making this determination, the Board reserves the right to reject any or all submitted bids, to accept both the Base Bid and Alternate Bid set forth on the Contractor Bid Response Form, or to accept the only Base Bid and reject the Alternate Bid.

2. The Board reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are of a nature similar to that contemplated in this Bid.

3. In determining the contractor to whom to make the award, the Board also reserves the rights to:

- (a) reject the proposal of any bidder which, based on the Board's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
- (b) reject the proposal of any contractor who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements;
- (c) reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction;
- (d) disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Information materials; and
- (f) reject any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.

4. After the Bid opening, the Board may require a period of up to five (5) days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.

5. The Board anticipates that it will make the award to the successful Contractor at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.

6. After making the award, the Board will require that the successful Contractor satisfy any outstanding conditions of the award (including, provision of insurance certificates evidencing compliance with insurance requirements herein and furnishing any Performance Bond, if required) within ten (10) days after date of notice of the award. If the successful Contractor fails to take those actions, it shall be considered to have abandoned its proposal, and its bid shall be deemed to have been withdrawn. The submission of a bid by any bidder shall be considered as acceptance of these provisions by them.

## **VI. INSTRUCTIONS FOR SUBMITTING BIDS**

1. To be considered for the award, an interested contractor must submit its bid no later than 24th day of April, 2018 at 8:30 A.M. The contractor is responsible for delivering, mailing or making arrangements so that its bid is actually received on or before that time at the following address: Pike Road Schools Board of Education, 500 Avenue of Learning, Pike Road, AL 36064

2. Bids and other materials submitted should be typewritten or in ink. Bids submitted in pencil or faxed to the Board will not be accepted.

3. On the envelope containing its bid, the bidder shall clearly mark “SEALED BID – OPEN ONLY AT BID OPENING FOR BID # 18 – 01 FURNISH SOLID WASTE DISPOSAL SERVICES FOR DESIGNATED PIKE ROAD SCHOOLS FACILITIES” and state the time/date of the bid opening.

4. Bids shall be entered on the Contractor Bid Response Form that is attached as **Exhibit A**.

5. In preparing its bid, Contractor should consider that the Board is exempt from Federal Excise Tax, or State Sales or Use Taxes.

5. Each bidder must complete and return the following with its bid:

(a) two copies of the fully completed, signed and notarized Contractor Bid Response Form (see **Exh. A**);

(b) written evidence indicating that it has provided commercial trash removal services for at least five (5) years; and

(c) two (2) copies of the fully completed, signed and notarized Bidder Affidavit and Warranty; this document is attached to **Exhibit A**.

7. Bids may not be withdrawn after submission without the consent of the Board or except as allowed by applicable law.

#### **V. CONTRACT**

The Board will not ask the successful Contractor execute any particular form of agreement. In accepting the award, the successful Contractor agrees to perform the Services pursuant to the Contract, its bid specifications in these Bidder Information materials. Unless expressly agreed by Board in writing, no terms that Contractor includes with any invoice, agreement or other writing it submits to the Board with respect to performance of the Services shall be effective or modify those in the Contract.

**EXHIBIT A - CONTRACTOR BID RESPONSE FORM**  
**BID # 18 – 01 FURNISH SOLID WASTE DISPOSAL SERVICES**  
**FOR DESIGNATED PIKE ROAD SCHOOLS FACILITIES**

Below is unit price bid by the undersigned to perform the Services and other obligations of the Contract for this Bid. The undersigned submits this Form in response to the Invitation for Bids for the subject Contract. The Board may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award of the contemplated Contract, and, except as may be listed below, submits its bid and agrees to perform its work in accordance with those Specifications and other requirements in the Bidder Information materials.

**A. Base Bid –Services at Historic School**

I. Estimated Annual No. of Disposal Operations at Historic School *	II. Contractor Unit Price per each Disposal Operation (in \$)	III. Product of Column I x Column II (in \$) +
130	\$ _____	\$ _____

**B. Alternate Bid – Services at Future School**

I. Estimated Annual No. of Disposal Operations at Future School *	II. Contractor Unit Price per each Disposal Operation (in \$)	III. Product of Column I x Column II (in \$) +
130	\$ _____	\$ _____

\* The quantities in Column I are the Board’s good faith estimates of the annual number of Disposal Operations that might be required at the respective The Historic School and Future School during the first contract year. The Board does not represent or guarantee to the successful Contractor that it will asked to supply these estimated quantities of Services in the first or any subsequent Contract year during the Term, or that it will receive any minimum quantity of revenue in any Contract year or throughout the Term if it is awarded the Contract.

+ Contractor agrees and understands that the Column is only used for purposes of evaluating, comparing & tabulating bids, and that the amount indicated here does not represent that the Board will require any quantity of Services or any pay the successful Contractor this amount if it is awarded the Contract.

*(Signature Pages Follow)*

\_\_\_\_\_  
*Name of Firm or Company Submitting Bid*

\_\_\_\_\_  
*Date of Bid*

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*Tax Id # of Bidder*

\_\_\_\_\_  
*City State Zip*

\_\_\_\_\_  
*Web Site of Bidder*

\_\_\_\_\_  
*Printed Name Representative Executing for Bidder*

\_\_\_\_\_  
*Cell Ph. # Bidder Contact*

\_\_\_\_\_  
*Signature of Bidder Representative*

\_\_\_\_\_  
*Office Ph. # Bidder Contact*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Email Address Bidder Rep.*

**This Bid Response must be notarized.**

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

**OTHER NOTES:**

(1) Please state any Exceptions to the Specifications or other requirements in the Bidder Information materials on a separate sheet and attach that sheet to your Bid Response.

(2) In addition to completing the Contractor Bid Response Form that is attached, bidders must complete, sign, notarize and return the following Bidder Affidavit and Warranty with their Bid Responses.

**BIDDER AFFIDAVIT AND WARRANTY**

The undersigned bidder warrants, represents and agrees that each of the following is true and correct in connection with BID # 17-\_\_ - FURNISH SOLID WASTE DISPOSAL SERVICES FOR DESIGNATED PIKE ROAD SCHOOLS FACILITIES.

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the Board (whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered to or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;
- (d) it understands that, if any employee or any official of the Board (whether elected or appointed), shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other thing of value from the Contractor as an inducement, or intended inducement, in the procurement of the Contract, or the giving of business with the Board that such conduct may constitute a crime that subjects that employee, official of the Board and the Contractor (or its representatives) to punishment or a fine in accordance with state and/or federal law;
- (e) all the information contained in the response to the bid is true and correct; and
- (f) the Board may rely on information submitted in awarding the subject Contract.

\_\_\_\_\_  
*Name of Firm or Company Submitting Bid*

By: \_\_\_\_\_  
*Signature of Bidder Representative*

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_  
*Title*

Date: \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date