

# 2601 Carson Road Birmingham, Alabama 35215-3098

# Bid Invitation #26-001 Bid for Trash Service & Pickup

Bid Opening Date:	October 27,	2025
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**Bid Opening Time**: 2:00 P.M.

**Bid Opening Location:** George Wallace Hall Room #115

Submit bid proposal to: Jefferson State Community College

JSCC Bid #26-001

Attention: Denise Lauderdale George Wallace Hall Room #140

2601 Carson Road

Birmingham, Alabama 35215

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# **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

- 1. "All bids shall be sealed when received" (Alabama Code § 41-16-54). Bids delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the bid number indicated on the envelope. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location.
- 2. Bids must be received prior to bid opening date and time. Late bids will not be considered.
- 3. All information shall be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign bid in ink.
- 4. Prices submitted on the bid must remain effective for a period of thirty (30) days for complete bid evaluation.
- 5. Jefferson State Community College reserves the right to reject any or all bids, or any part thereof, and to waive any technicality in the bidding in the best interest of the Institute. Bids will be awarded in a manner which appears to be in the best interest of Jefferson State Community College. Bids may be awarded to multiple bidders.
- 6. This proposal is to be made without connections with any other person, company, or parties making a bid or proposal and is to be in all respects fair and in good faith, without collusion or fraud.
- 7. Bid prices are not to include tax. Tax exemption certificate furnished upon request.
- 8. Quote F.O.B. delivered to sites listed in specifications. The successful bidder must assume all liability/responsibility for damage in transit.
- 9. The responsibility of determining the acceptability of any products offered rests solely with Jefferson State Community College.
- 10. Successful bidder will be required to submit a copy of General Liability (umbrella) insurance. The copy must show amount limits for automobile, workmen's compensation, etc. (applicable for the delivery of materials, supplies, etc.)
- 11. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
- 12. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.
- 13. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery F.O.B. or additional costs associated with delivery, installation and set-up as requested in the bid
- 14. All bidders are required to complete a Disclosure Statement. Act 2002-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. A Vendor Disclosure Statement is included in the bid proposal. Any changes to the status of the information on this form will require the submission of an updated form to the college.
- 15. Successful bidder will be required to complete the Alabama Immigration Law Compliance Documents and provide documentation of enrollment in the E-Verify program. The Alabama Immigration Law Compliance Documents are included in the bid proposal.
- 16. All bids must be notarized.
- 17. Bidders desiring further information or interpretation of plans or specifications must make requests in writing to Denise Lauderdale, Financial Services, 2601 Carson Road, Birmingham, AL 35215-3098, at least seven (7) days prior to bid opening. Questions can also be submitted via email at <a href="mailto:purchasing@jeffersonstate.edu">purchasing@jeffersonstate.edu</a> Answers to such requests will be given to all recorded bidders, in addendum form, which will be included as part of the contract documents.
- 18. When brand name or catalog number is not stated by the bidder, it is understood the offer is exactly as specified.
- 19. Bid prices are to remain in effect from award date November 2025 through October 31, 2026.
- 20. The contract may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. JSCC and the vendor must agree in writing for the contract extension.
- 21. Jefferson State Community College may cancel this agreement at any time with 30-day written notice.
- 22. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or materials.
- 23. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the College's satisfaction by the successful bidder at no additional charge.
- 24. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
- 25. It is further agreed that if any provision of this Agreement shall contravene any statute of Constitutional provision, either now in effect of which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.

- 26. The bidder acknowledges and agrees that its sole and exclusive remedy for any monetary claim or any claim for which Jefferson State Community College has sovereign immunity that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief or for which Jefferson State Community College does not have sovereign immunity shall be brought exclusively in the appropriate state or federal court situated in and/or covering Jefferson County, Alabama.
- 27. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-law provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
- 28. These terms and conditions shall supersede any contrary language in any agreement entered by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
- 29. As an entity of the State of Alabama, the parties recognize and agree that Jefferson State Community College cannot and will not agree to indemnify any party to a contract resulting from this bid.
- 30. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
- 31. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.
- 32. Jefferson State Community College reserves the right to purchase according to availability of funds.
- 33. All applicable shipping and handling costs must be included in the pricing submitted with the bid.
- 34. Jefferson State Community College will not accept prepay terms for the items and services in this bid.
- 35. In compliance with Act 2016-312, 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.

## NONRESIDENT BIDDER INFORMATION

## **Public Works Bids**

Section 39-3-5 of the Alabama Code provides as follows: § 39-3-5. Preference to resident contractors in letting of certain public contracts required, reciprocity.

- (a) In the letting of public contracts in which any state, county or municipal funds are utilized, except those contracts funded in whole or in part with funds received from federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state domicile of the nonresident.
- (b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.
- (c) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p.348.)

## **Personal Property or Contractual Services Bids**

Section 41-16-57 of the Alabama Code Provides as Follows:

- (b) The awarding authority in the purchase of or contract for personal property or contractual services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, school board, city council or city councilmen, or other public official, state board, or state agency charged with the letting of contracts or purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility may specify the use of materials or systems by a sole source, unless:
- (1) The governmental body can document to the satisfaction of the State of Alabama Building Commission that the sole source product or service is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.
- (2) The sole source specification has been recommended by the architect or engineer of record and who also documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.
- (3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

# VENDOR CERTIFICATION BY ALABAMA DEPARTMENT OF REVENUE

#### Certification Pursuant to Alabama Act Number 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted, and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and Local sales, us, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act Number 2006-557, they are not barred from bidding or entering a contract pursuant to 41-4-116 and acknowledges that the awarding authority may declare the contract void if the certification in false.

"In compliance with Act 2016-312, 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."

# ACKNOWLEDGEMENT OF RECEIPT FORM REQUESTS FOR BID #26-001

In acknowledgement of receipt of the Request for Bid, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Page 15.

The acknowledgement of receipt should be signed and returned by the vendor no later than the close of business on <u>October 20, 2025</u>. Only potential vendors who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all offers or written questions and written responses to those questions as well as RFB amendments and or addendums, if any are issued.

Firm			
Email			
	Fax		
Address			
			_Zip
Signature		Date	

(Must Circle One) Firm does or does not intend to respond to this Request for Bid.

The following name and address must be used for all correspondence related to the Request for Bid.

Jefferson State Community College Attention: Denise Lauderdale 2601 Carson Road Birmingham, Alabama 35215-3098

Form may be emailed to the attention of Denise Lauderdale

Email address: jhayesla@jeffersonstate.edu

# Bid Specifications for JSCC Bid #26-001Trash Services

Jefferson State is now accepting bids for the pickup and removal of garbage at three of its campuses. This service is needed at the following Jefferson State locations:

Shelby Campus 4600 Valleydale Road Birmingham, AL 35242 Jefferson Campus 2601 Carson Road Birmingham AL 35215

St. Clair Campus 500 College Circle Pell City, AL 35125 Clanton Campus 1850 Lay Dam Road Clanton, AL 35045

All responses to this invitation to bid must adhere to the format outlined in the "Instruction to Bidders" and "General Conditions for all JSCC Bids" as stated in the cover letter of this bid.

If any vendor contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he/she must submit questions in writing to Denise Lauderdale via email at <a href="mailto:purchasing@jeffersonstate.edu">purchasing@jeffersonstate.edu</a> or by mail at the following address Jefferson State CC, Attn: Denise Lauderdale 2601 Carson Road, Birmingham, AL 35215

# **Shelby Campus:**

There are three (3) buildings located at the Shelby Campus; each building will need one (1) 8 cubic yard dumpster, to include service twice a week. Service should never be performed on consecutive days of the week i.e.: Monday-Tuesday, Thursday-Friday unless requested. During peak periods Jefferson State Community College may require additional pickups. One dumpster location on the Shelby Campus will require an additional dumpster for the recycling of paper and cardboard. Weight records for the recycle dumpster must be furnished to Jefferson State upon request for state required ADEM reports.

# **Jefferson Campus:**

The Jefferson campus requires a 30 cubic yard trash compactor, a 40 cubic yard open top container and an eight cubic yard dumpster for paper and cardboard recycling. Compactor and recycling dumpster require weekly service. Open top container requires monthly service. Weight records for the recycle dumpster must be furnished to Jefferson State upon request for state required ADEM reports.

#### Pell City/St. Clair Campus

The Pell City/St. Clair Campus will need one (1) 8 cubic yard dumpster, to include service once a week.

## **Clanton/Chilton County Campus**

The Clanton/Chilton County Campus will need two (2) 8 cubic yard dumpsters, to include service once a week.

# **Bid Transmittal for JSCC Bid #26-001**

**Jefferson Campus**: Please state rental quote based on a per month basis. Hauling and landfill charges are to be quoted on an "on-call" basis.

1.	Rental for 30 cubic yard trash compactor	\$
2.	Hauling fee for compactor/per call	\$
3.	Landfill charge for dumping/Based on price per ton	\$
4.	Total Monthly Fee	\$
5.	Rental for 40 cubic yard container	\$
6.	Hauling fee for 40 cubic yard container/per call	\$
7.	Landfill disposal/based on price per ton	\$
8.	Total Monthly Fee	\$
9.	One 8 cubic yard dumpster for paper/cardboard recycle Weight records of recycled material hauled away mus request for required ADEM reports.	
	Pick up fee per month.	\$
Shelb	y Campus: Please state rental quote on a per month b	pasis and on an annual basis.
1.	Monthly rental for three (3) 8 cubic yard dumpsters. To Service should never be performed on consecutive da Thursday-Friday unless requested.	
	Monthly \$	
	Total/year \$	

2. During peak periods Jefferson State Community College may require additional pickups.

	Please state the price per additional individual dumpster pickup,
	One (1) Dumpster additional pickup \$
	Two (2) Dumpsters additional pickup \$
	Three (3) Dumpsters additional pickup \$
3.	One 8 cubic yard paper/cardboard recycle dumpster to be serviced one time per week. Weight records of recycled material hauled away must be furnished to Jefferson State upon request for required ADEM reports.
	Pick up fee per month \$
Pell C	City/St. Clair Campus: Please state rental quote on a per month basis and on an annual basis.
1.	Monthly rental for one (1) 8 cubic yard dumpsters. To include service one (1) time a week.
	Monthly \$
	Total/year \$
2.	For future requirements please state the price of one (1) 8 cubic yard dumpster with and service once a week.
	Monthly \$
3.	During peak periods Jefferson State Community College may require additional pickups. Please state the price per additional individual dumpster pickup,
	One (1) Dumpster additional pickup \$
	Two (2) Dumpsters additional pickup \$

Clanton/Chilton County Campus: Please state rental quote on a per month basis and on an annual basis. 4. Monthly rental for one (2) 8 cubic yard dumpsters. To include service one (1) time a week. Monthly \$\_\_\_\_\_ Total/year \$\_\_\_\_\_ 5. For future requirements please state the price of one (1) 8 cubic yard dumpster with and service once a week. Monthly \$\_\_\_\_\_ 6. During peak periods Jefferson State Community College may require additional pickups. Please state the price per additional individual dumpster pickup, One (1) Dumpster additional pickup \$\_\_\_\_ \$\_\_\_\_\_ Two (2) Dumpsters additional pickup JSCC Bid: #26-001 Date: The undersigned agrees to furnish to Jefferson State Community College and deliver the above in complete accordance with specifications herein listed and at the above listed prices. The undersigned also has the authority to enter this agreement. Signed: Printed:

Phone:\_\_\_\_

Company:\_\_\_\_\_

Street Address:\_\_\_\_\_

Email Address:

# **Collusion/Fraud Statement**

I certify that I have read the General Conditions and Instructions to Bidders of the bid and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

Name of Company (please type or print in ink)  Complete Address for Mailing Purchase Order and Payment		print in ink)	Authorized Signature (sign in ink)  Typed/Printed Name of Signature Above	
		hase		
City	State	Zip Code	Title (please type)	
Telephone Number			Fax Number	
		NOTAR	IZATION	
Sworn and su	bscribed before	e me this the	, day of,,	
Notary Public S	ignature			
My commission	expires (date)			
If this business is			JFORMATION  qualification status below:	

# **Immigration Compliance**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration 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 this agreement and shall be responsible for all damages resulting therefrom.

JSCC Bid #26-001	
Date:	
Name of Company (please type or print in ink)	Authorized Signature (sign in ink)
Title (please type or print in ink)	 Typed/Printed Name of Signature

#### **VENDOR DISCLOSURE STATEMENT**

#### Disclosure Statement Information and Instructions

Section 41-16-82, *Code of Alabama* 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. Section 41-16-85, *Code of Alabama* 1975 requires that a copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts, and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 401 Adams Avenue, Suite 280, Montgomery, Alabama 36104. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

Pursuant to Section 41-16-84 (b), *Code of Alabama* 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, *Code of Alabama* 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

#### Definitions as Provided in Section 41-16-81, Code of Alabama 1975

- (1) Family Member of a Public Employee The spouse or a dependent of the public employee.
- (2) Family Member of a Public Official The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.
- (3) Family Relationship A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.
- (4) Person An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
- (5) Public Official and Public Employee These terms shall have the same meanings ascribed to them in Sections 36-25-1(26) and 36-25-1(27), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this article, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1 (26) and 36-25-1 (27), Code of Alabama 1975. However, Section 41-16-81 (5), Code of Alabama 1975 has not been codified to reflect such updates.)

Section 36-25-1(26), *Code of Alabama* 1975, defines a **public employee** as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a parttime basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(27), Code of Alabama 1975, defines a **public official** as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-13-40, *Code of Alabama* 1975.

### Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

THE DISCLOSURE STATEMENT MUST BE SIGNED, DATED, AND NOTARIZED PRIOR TO SUBMISSION. (Revised May 2019)



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM	
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE P	OR GRANT AWARD
ADDRESS	
CITY, STATE, ZIP	TELEPHONE NUMBER
This form is provided with:	
Contract Proposal Request for Proposal	☐ Invitation to Bid ☐ Grant Proposal
Have you or any of your partners, divisions, or any related business Agency/Department in the current or last fiscal year?  Yes No If yes, identify below the State Agency/Department that received the	
vided, and the amount received for the provision of such goods or se	
STATE AGENCY/DEPARTMENT TYPE OF GOOD	PS/SERVICES AMOUNT RECEIVED
Have you or any of your partners, divisions, or any related business Agency/Department in the current or last fiscal year?  Yes No If yes, identify the State Agency/Department that awarded the grant,	
STATE AGENCY/DEPARTMENT DATE GRANT	AWARDED AMOUNT OF GRANT
List below the name(s) and address(es) of all public officials/public any of your employees have a family relationship and who may distributed the state Department/Agency for which the public officials.	rectly personally benefit financially from the proposed transaction
NAME OF PUBLIC OFFICIAL/EMPLOYEE ADDRESS	ESS STATE DEPARTMENT/AGENCY

immediate family, or any of your employees h	ave a family relationship and who mals/public employees and State Depa	blic employees with whom you, members of your nay directly personally benefit financially from the rtment/Agency for which the public officials/public
NAME OF FAMILY MEMBER ADDRES		PUBLIC OFFICIAL/ STATE DEPARTMENT/ IC EMPLOYEE AGENCY WHERE EMPLOYED
	embers as the result of the contract,	e direct financial benefit to be gained by the public proposal, request for proposal, invitation to bid, or
		al, public employee, and/or family members of the oposal, invitation to bid, or grant proposal. (Attach
List below the name(s) and address(es) of all pai posal, invitation to bid, or grant proposal:	id consultants and/or lobbyists utilize	d to obtain the contract, proposal, request for pro-
NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS	
	tand that a civil penalty of ten perc	on or attached to this form are true and correct ent (10%) of the amount of the transaction, not information.
Signature	Date	
Notary's Signature	Date	Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.