



PURCHASING OFFICE

January 21, 2022

Dear Madam/Sir:

**REF: RFP 3077-2022 Waste Management Services**

Subject specifications for **ASU BID #3077-2022 Waste Management Services** are forwarded for your consideration/bid proposal. Your "sealed bid/proposal" (i.e., in a sealed envelope/container) marked "**ASU RFP 3077-2022 DO NOT OPEN**" must reach the Procurement Department, P O Box 271, Montgomery, AL 36101-0271 (Mailing Address) or 1301 West Fifth Street (Physical Address) by **Tuesday, February 8, 2022 @ 10:00 A.M. (CST)**. **Late/Faxed/Emailed/Unsealed bids will not be considered.**

If you have any questions, please contact me at (334) 229-6997.

Respectfully,

Patricia Thomas, DM  
Director of Contracts and Acquisition

Attachments (Bid/RFP Specs – 13 pages)

**Please acknowledge receipt of specifications as soon as possible by Fax (334) 229-4954 or Email [pthomas@alasu.edu](mailto:pthomas@alasu.edu).**

Received by: \_\_\_\_\_

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

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

If not submitting a proposal, please provide reason. Thanks.

**ALABAMA  
STATE  
UNIVERSITY**

P.O. BOX 271

MONTGOMERY,

ALABAMA

36101-0271

334.229.5156

334.229.4954 FAX

www.alasu.edu

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# **ALABAMA STATE UNIVERSITY**

**Request for Proposals  
3077-2022**

**WASTE MANAGEMENT SERVICES**  
Waste and Recycling Collection  
Transport Equipment with Related Equipment Supplies, and  
Accessories

**ISSUED BY  
PROCUREMENT DEPARTMENT**

**REQUESTED BY  
OFFICE OF THE VICE PRESIDENT  
FACILITIES AND OPERATIONS**

**ISSUED DATE:  
Friday, January 21, 2022**

**OPENING DATE  
Tuesday, February 8, 2022  
10:00 A.M. CST**

# ALABAMA STATE UNIVERSITY

## Procurement Department

(334)229-6997

(334)229-4954 Fax

Sealed bid proposals in original, subject to (1) the terms and conditions of the Request for Proposals (RFPs), (2) the accompanying schedule, which is incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference in the schedule, will be received at the above department until, **Tuesday, February 8, 2022 at 10:00** and at that time will be publicly opened for furnishing the supplies or services in the accompanying schedule, for delivery, f.o.b. Montgomery, AL 36104. **(Late/Faxed/Emailed/Unsealed Bids will not be accepted). Alabama State University is tax-exempt.**

### **Contact Information for Questions**

Any information provided by Alabama State University to any Vendor prior to the release of this Invitation to Bid, verbally or in writing, is considered preliminary and is not binding on Alabama State University. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the bid proposal to or with any employee of Alabama State University from the date of issuance of this Invitation to Bid until the contract award has been announced, unless allowed by **Alabama State University Procurement Department** in writing for the purpose of clarification or evaluation. No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor. Every request for such interpretation or correction should be in writing, addressed to Alabama State University, Dr. Patricia Thomas, Director of Contracts and Acquisitions, Procurement Department, 1301 W. 5th Street, Montgomery, AL 36104 or pthomas@alasu.edu.

### **Submittal of Questions**

Dr. Patricia Thomas, Director of Contracting and Acquisitions/Procurement Department, will administer the solicitation process and will be the point of contact for purposes of this Invitation to Bid. All questions and inquiries should be emailed to pthomas@alasu.edu.

In case Alabama State University finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the Invitation to Bid which will be emailed, faxed or mailed to all prospective Vendors at the respective addresses furnished for such purpose.

**Addenda:** All addenda will become part of this Invitation to Bid and must be responded to by each Vendor. All addenda must be acknowledged in writing in the bid submitted by the Vendor. This Invitation to bid, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

**Confidentiality of Documents:** Alabama State University considers all information, documentation and other materials requested to be submitted in response to this invitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure.

## SCOPE OF SERVICES: ANNUAL WASTE MANAGEMENT SERVICES Specifications

Alabama State University (the University) is seeking proposals to provide Waste Management Services, inclusive of Waste and Recycling Collection, Transport Equipment with Related Equipment, Supplies, and Accessories as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

All interested parties are invited to submit bids in response to this Request for Proposals, however, Bidders submitting a proposal must include the following items in order to be considered. This item will be made part of their proposal submission for evaluation along with the other proposal content items detailed in this RFP.

Provide a certificate of insurance evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.

### CONTRACT TERM

Alabama State University is seeking a cost-efficient proposal(s) to provide services, as defined in this Request for Proposal (RFP), for the anticipated contract period: **Upon Issuance of Purchase Order, with the option to renew for two (2) additional years.** Please note that the start date is estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

**Contract Renewal:** Following the initial term of the contract, the University may opt to renew the contract for **two (2)** renewal periods and subject to continued availability of funding, satisfactory performance and compliance with the State of Alabama Competitive Bidding Laws.

### Number of Awards

The University anticipates making one (1) award as a result of this RFP process.

**Bidders must respond to each requirement in the order listed below. Bidder's responses should be as clear and concise as possible.**

### Successful Bidder

- Responsible for developing and implementing a site-specific health and safety plan
- Plan must meet OSHA standard 29 CFR 1910.120 requirements and be adequate to protect workers and the general public
- Provide appropriate personal protective equipment (PPE) for workers involved in the collection
- Describe work plan to collect, package, transport and dispose of all collected materials
- Provide Same Day Service Roll Off, Bulk Pickup, Extra Pickups as needed with seasonal or short-term fluctuations
- Dumpster Services: Various sizes of dumpsters for ongoing, day-to-day waste and recycling needs that are emptied on a regular, reliable basis by professional, safety-first drivers
- Onboard Technology Safety Features **Per Vehicles**, such as Backup Camera, Trapezoidal Side Lights, LED Strobe Lights and Flashers, Reflective Signage and Striping and Heavy Duty Disc Brakes: **Must provide detail of these features**
- Provide Waste Audit Plan that can identify waste streams, analyze carbon footprint, create a road map with benchmarks for improvement, and tailor a plan, including an MR6 audit, if applicable
- Provide commercial container that are capable for placement throughout the campus. **Bidder are permitted to provide suggested placement, as related to bid proposal package.** Additional areas are permitted to be added.

Total Bid Prices must include all products, installation and any other associated cost. **Alabama State University is tax-exempt, exemption certificate will be provided upon award.** In compliance with the above, the undersigned offers and agrees, if this bid is accepted, to furnish, any or all of the items upon which prices are quoted at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

**SCHEDULE OF DATES**

Invitation to Bid Issued Date	Friday, January 21, 2022
Pre- Conference / Site Visit	Thursday, January 27, 2022 @ 10 A.M. CST
Questions from Vendors/Suppliers Received	Monday, January 31, 2022
Addendum Issued (if applicable)	Tuesday, February 1, 2022
Bid Proposals Due and Opening	Tuesday, February 8, 2022 @ 10 A.M. CST

**NOTE:**

**No later than, Wednesday, January 26, 2022 @ 3:00 P.M. CST, SITE VISITS** may be requested by contacting the Office of Facilities Management and Operations: 334-229-4199, [jgknight@alasu.edu](mailto:jgknight@alasu.edu) or 334-229-6995, [bmwilliams@alasu.edu](mailto:bmwilliams@alasu.edu).

**VENDOR'S INFORMATION**

**FEIN or SSN** \_\_\_\_\_ **Company Name** \_\_\_\_\_

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

**Representative** \_\_\_\_\_ **Email** \_\_\_\_\_

**Telephone #** \_\_\_\_\_ **Toll Free #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT** - I have read the entire bid documents and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**CERTIFICATION PURSUANT TO ACT NUM. 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, Use 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 No. 2006-557. They are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Type or Print Signer's Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Sworn to and subscribed before me this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2022.**

**Notary's Signature** \_\_\_\_\_ **Date Notary Expires** \_\_\_\_\_  
**Must include Notary Seal**

1. **SCOPE:** This solicitation is for Waste Management Services on Alabama State University. This is a one-time contract.
2. **LICENSING:** \_\_\_\_\_ Applicable  Not Applicable  
General contractors (persons, firms, or corporations) must show evidence of a state license before their bid is considered. **THE CURRENT LICENSE NUMBER MUST BE INCLUDED ON THE OUTSIDE OF THE SEALED ENVELOPE** in which the bid proposal is delivered; otherwise, the bid will be rejected/not considered. Also, a legible copy of the license shall be included with the bid.
3. **GENERAL CONTRACTOR:** \_\_\_\_\_ Applicable  Not Applicable  
Section 34-8-1 (Chapter 8 of Title 34, Code of Alabama 1975, as amended), provides: “(a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama. (b) For the purpose of this chapter, a "general contractor" is defined to include one who, for a fixed price, commission, fee, or wage exceeding five thousand dollars (\$5,000), undertakes to construct, superintend the construction of, repair, or renovate, any swimming pool, and anyone who shall engage in the construction, superintending of the construction, repair, or renovation of any swimming pool in the State of Alabama, where the cost of the undertaking exceeds five thousand dollars (\$5,000), shall be deemed and held to have engaged in the business of general contracting in the State of Alabama and shall be subject to this chapter. (c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor.” Section 230-X-1-.17 provides "a license is required for the installation of machinery or equipment that becomes affixed to a structure.”
4. **FOREIGN CORPORATIONS (Out-of-State Firms):** Alabama law provides that a foreign corporation (out of-state company/firm) may not transact business in the State of Alabama until it obtains a certificate of authority from the Secretary of State. (Section 10-2B-15.01, Code of Alabama 1975). To obtain forms for a certificate of authority, contact the Secretary of State, Corporations Division. The certificate of authority does not keep the vendor from submitting a bid.
5. **MINORITY PARTICIPATION:** Provide any information with respect to your plans for utilization of minorities on this project and documentation which evidences your past utilization of minorities.
6. **OWNER:** Whenever the term "University" is used in these specifications it refers to Alabama State University.
7. **WITHDRAWAL:** Bids may be withdrawn on written or telegraphic request received from bidder(s) prior to the opening. Negligence on the part of the bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
8. **BID OPENING and BID RESULTS:** Interested parties are invited to attend the bid opening. At the time fixed for the opening of the Bid, the contents will be made public for the information of bidders and others properly interested, which may be present in person or by representative.

9. **EQUAL OR APPROVED EQUAL:** Where a definite material and/or item are specified, it is not the intention to discriminate against an equal product made by another manufacturer. It is rather intended to set a definite standard. Bidders who intend to furnish another product as an equal to that specified, must submit with their bid current catalogs or brochures, including pictorials and sufficient specifications to support said claim of equality. Bids submitted with insufficient evidence to determine the claim of equal/better quality will be considered non-responsive. Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to vendor at no cost to the University.
10. **AWARD OF CONTRACT:** A. The contract will be awarded as soon as possible to the lowest Responsible Bidder provided his/her bid is reasonable and in the best interest of the University to accept. B. The University reserves the right to (1) Waive any informality in bids received when such waiver is in the interest of the University, (2) To accept any item in the bid unless otherwise specified by the University or the Bidder, (3) Award the contract by low bid on each item, low bid on all items, all or none, or products groups. C. The University reserves the right to reject any and all bids when such rejection is in the interest of the University, and to reject the bid of a bidder who is not in a position to perform the contract. The decision of the University on all such questions shall be final. In the event of any adverse decision by the University, no claim of any sort shall be made or allowed against the University.
11. **ACCEPTANCE AND PAYMENT:** Upon delivery and with reasonable time to inspect the items/service, and upon acceptance thereof, payment will be made within a reasonable time thereafter.
12. **EXAMINATION OF BID DOCUMENTS:** Each bidder shall examine bid documents carefully and shall make written request to the ASU Purchasing Office for interpretation/clarification/correction of any ambiguity, inconsistency or error therein which he/she may discover. Any interpretation/correction will be issued as an Addendum by the Purchasing Office. Only a written interpretation/correction by Addendum shall be binding. No bidder shall rely upon any interpretation/correction given by any other method.
13. **NON-COLLUSION AFFIDAVIT:** Section 41-16-25 provides: "Any Agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void.
14. **DISCLOSURE STATEMENT:** The successful bidder will be required to file with ASU Procurement Department a **STATE OF ALABAMA VENDOR DISCLOSURE STATEMENT** of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of a purchase order by the University.
15. **DEFAULT OF CONTRACTOR:** Where the University determines the contractor to be in default, the University reserves the right to purchase any or all products or Services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from defaulting contractor will be considered.
16. **DELIVERY:** Upon agreement and acceptance of contract.



17. Before commencing work, the Contractor shall secure any/all necessary permits, and shall comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations pertaining to this type project.
18. Contractor shall assume all liability for and shall indemnify and save harmless, the University from all damages and liability for injury to any person, and injury to or destruction of property, including the loss thereof, by reason of any accident or occurrence arising from operations under the contract, whether such operations be by the Contractor, Subcontractor, or anyone directly or indirectly employed by either, occurring on or about the work site during the term of the contract or any extension thereof.

**RETURN SEALED BID PLUS TWO COPIES TO:**

**Via Regular Mail**

Alabama State University  
Procurement Department  
**ASU Bid #3077-2022-Do Not Open**  
PO Box 271  
Montgomery, AL 36101-0271

**Via Courier**

Alabama State University  
Procurement Department  
**ASU Bid #3077-2022-Do Not Open**  
1301 West 5th Street  
Montgomery, AL 36104

**CONTRACTOR QUALIFICATIONS**

In order to qualify as a responsible bidder it must be documented that your firm is capable of satisfactorily complying with the terms, conditions and specifications of this ITB. Qualified bidder must have at least 3 years of experience in this area of services. The following information must be provided in order for the University to make an informed decision regarding your firm's capabilities. Your signature certifies under oath the truth and correctness of all statements and all answers provided in this ITB document.

Submitted by  
Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

( ) Corporation ( ) Partnership ( ) Individual ( ) Joint Venture ( ) Other \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

1. How many years has your organization been in business as a service contractor? \_\_\_\_\_

2. How many years has your organization been in business under its present business name? \_\_\_\_\_

3. If a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Vice President(s): \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

4. Date of Organization: \_\_\_\_\_

Type of partnership: \_\_\_\_\_ (such as general or limited)

5. Name and address of all partners: (Note: Attach separate sheets as required)

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. If other than a corporation or partnership, describe organization and name principals:

\_\_\_\_\_

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7. Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

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8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a service contracts? \_\_\_\_\_ If so, state circumstances:

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9. List major service contracts your organization has had under contract within the past twelve (12) months. Attach additional pages if necessary. The contractor must provide evidence that **other schools or facilities are comparable with the contract being bid by ASU.**

Building	Owner	Square Footage (or appropriate description)	Contract Amount	Contract Date	Length of Contract

10. List major service contracts your organization has had in the last five years. Attach additional pages if necessary.

Building	Owner	Square Footage (or appropriate description)	Contract Amount	Contract Date	Length of Contract

## **Evaluation Criteria**

Award of any contract(s) will be based on the following criteria, as addressed in the Request for Proposals by the Firm. References to "project" in the evaluation criteria are related to potential projects within the services described in this Request for Proposals. Please separate proposal into the following categories:

### **1. Scope of Services**

- Describe your depth of understanding of the work.
- Clarify your firm's capacity to provide the services successfully.
- Include quality assurance procedures to be utilized.
- Indicate your willingness to work with the Alabama State University's staff in the creation and implementation of site specific work-orders and task plans.

### **2. Subcontractors**

- If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

### **3. Organizational Chart**

- Provide an organizational chart of the bidder's organization. The organization chart must include the project being proposed. Each position must be identified by position title and corresponding to the personnel job descriptions and the Staffing Plan provided.
- Describe the typical organizational structure to be used to staff our facilities and the responsibilities of each staff member.
- Provide a brief resume; no more than one page each, of proposed Site Supervisor(s) and other key positions.
- Indicate which positions are full and part-time. Include an organizational chart showing corporate support, if applicable.
- Provide staff qualifications including job descriptions which indicate minimum qualifications required.

### **4. Related Experience**

- List all clients currently under contract.
- Include information on previous and current experience with commercial contracts of similar size and/or dollar value.
- Include reference letters from the client on each of the 3 most closely related agencies or businesses. References are to be specific to the Proposer. The references shall include the company name, address, contact, email address, and phone number. References shall not include Alabama State University's employees or members of the Board of Trustees.
- Provide a summary of any litigation, claim, or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five years. Include a summary of the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.

### **5. Safety Program/Training of Personnel**

- Provide a copy of the Proposer's Training Plan to include, but not limited to the following:
- Management's Safety Policy Statement
- Hazard Assessment and Safety Planning processes
- Occupational Safety and Health/Staff training plans
- Driver safety training, including vehicle and golf-cart operations
- Orientation Program

- On-going training and experience requirements
- Data to support the existence and quality of the programs your firm brings to the operation with respect to providing a safe and secure workplace.

**6. Licensure/Certification**

- Provide documentation of any applicable licensure/certification or any specific credentials required to provide the proposed services
- Proof of current HAZWOPER training, appropriate medical monitoring and follow up for assigned staff
- Attach documentation of current license and certificate of insurance for hazardous waste transporting

**7. Onboard Technology Safety Features per Vehicles**

Backup Camera, Electric Heated Rear View Mirrors, Drive Cam, Bus-Boy Mirrors, Trapezoidal Side Lights, LED Strobe Lights and Flashers, Sears Air Ride Drivers Seat, Reflective Signage and Striping and Heavy Duty Disc Brakes

**8. Distance to Sites**

- Indicate the primary location of the firm's office which will have direct responsibility for this contract. If the distance from the project exceeds 60 miles, describe how the project would be effectively managed or what limitations, if any, in services the University might expect as a result of the distance.

**9. Financial Statements**

- One copy of the company's **financial statements** for the last **three (3) years** is required. Internally prepared, compiled, reviewed and audited statements are acceptable. The University may require the Firm to submit additional financial information necessary to evaluate the Firm's financial ability to perform the project and to respond to damages in the event of litigation pertaining to errors and/or omissions in providing professional services. These statements may be audited by someone outside of the evaluation committee.

**10. Proposed Fee Schedule**

- Provide Pricing schedule
- The proposed rates shall remain firm for the first year of the contract term and shall include all charges incurred in fulfilling the terms of this contract.
- Each year following the initial year of the contract, upon the Contract's written request with ninety days' notice prior to the expiration of the current year term, a rate increase may be requested. All increases related to changes in wage laws and other applicable laws will not be retroactive and can only be granted for the following year of service. When wages are affected by changes to wage law, only the specific positions affected by the wage law will be reviewed to determine the increase. There will not be an overall increase by percentage for a wage law increase. An increase in the contract rates will require prior written University's approval.
- Provide the proposed annual price increase index/criteria after the first year.

# EVALUATION

## Evaluation Matrix

To insure that all RFPs are fairly evaluated, scored and ranked, it is very important that the RFPs are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

**Point System:** All proposals will be evaluated on the following point scale.

● <b>Scope of Services</b>	<b>20 Points</b>
● <b>Subcontractors</b>	<b>5 Points</b>
● <b>Organizational Chart</b>	<b>5 Points</b>
● <b>Related Experience</b>	<b>20 Points</b>
● <b>Safety Program/Training of Personnel</b>	<b>10 Points</b>
● <b>Licensure/Certification</b>	<b>10 Points</b>
● <b>Onboard Technology Safety Features Per Vehicles</b>	<b>20 Points</b>
● <b>Distance to Sites</b>	<b>10 Points</b>
● <b>Financial Statements</b>	<b>10 Points</b>
● <b>Proposed Fee Schedule</b>	<b><u>10 Points</u></b>
<b>Total Written Proposal</b>	<b>120 Points</b>