



410 Roy Drive
Ashville, Alabama 35953
(205) 594-7131

Mike Howard
SUPERINTENDENT

Scott Suttle
PRESIDENT

INVITATION TO BID #21/22-21BOE

To Establish a Contract for Substitute Personnel Services

The St. Clair County Board of Education invites you to bid on contract services for substitute personnel for all schools located within the St. Clair County School System. These services will be utilized when permanent employees are temporarily absent from their position or when the School System has vacant positions that it is unable to fill on a permanent basis. The term of the contract to be awarded pursuant to this Invitation to Bid (“ITB”) shall be for a period of one year from July 1, 2022, to June 30, 2023, with an option to extend up to four additional one-year extensions with written agreement from all parties. The contract shall be subject to cancellation with at least ninety (90) days prior written notice.

Response Submission: Responses to this ITB must be submitted in sealed packages and delivered to the St. Clair Board of Education at 410 Roy Drive, Ashville, Alabama 35953 on or before Friday, March 25, 2022, at 2:00 p.m., at which time they will be publicly opened and read aloud. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The St. Clair County Board will reject all late arrivals. “Bid SCC#21/22-21BOE” should be clearly marked on the face of the envelope containing the proposal along with the opening date. Failure to comply with this may cause the vendor’s response to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial bids will be allowed. Oral, telephone, faxed, or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by the vendor to make a contract. Bids made out in pencil will NOT be accepted.

Costs Associated with Preparation of the Response: The St. Clair County Board of Education will not be liable for any cost incurred by the respondents in preparing responses to this ITB or negotiations associated with award of a contract.

Interpretation and Changes: The intent of this ITB is to communicate the requirements to any qualified and interested vendor. Our intention is to receive bids for the St. Clair County School System as previously stated in this ITB. If the Board of Education makes changes or corrections to the ITB it will be via a written Addendum. Interpretations, corrections, or changes to the ITB made in any other manner will not be binding, and the vendor shall not rely upon such interpretations, corrections, or changes. Addendums will be issued as expeditiously as possible via email.

Future Services for other St. Clair County Schools: The St. Clair County School Board may have additional, new locations that need to have services in the future. Any pricing quoted in response to this ITB must be valid for any additional schools added during the life of the contract. Multiple amendments to the contract must be allowed in the case of additional sites being added to our School System.

Omissions: If the submitted bid differs in any way from the specifications set forth in this ITB, the respondent must list the differences on the proposal form telling exactly where and how the services deviate from said specifications. If no exceptions are listed, it will be presumed the proposal meets the specifications in every respect; and if awarded the contract, performance on this basis will be required.

Price Quotations: Price quotations are to include the furnishing of all materials, equipment, maintenance, and training manual, tools, and the provision of all labor and services necessary. Pricing or documentation not included in this proposal will not be allowed after the award of this contract. The St. Clair County Board of Education is exempted from all sales and use taxes under Alabama law.

Equal Employment Opportunity: In connection with the execution of a contract following the award of the bid, the successful vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

Right to Reject: The St. Clair County Board of Education reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Board of Education. The Board of Education reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the vendor proposes. The Board of Education reserves the right to reject the proposal of a vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any vendor who in the opinion of the Board of Education is not in a position to adequately perform the contract.

The St. Clair County Board of Education reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of the St. Clair County Board of Education. Contracts will be awarded to the vendor submitting the proposal determined to be in the best interests of the St. Clair County Board of Education.

Service Expectations: The vendor must be able to recruit, train, manage, and provide a substitute staffing pool in adequate numbers to provide appropriate staffing for the St. Clair County Board of Education for all of the positions listed in the attached Specification Sheets, including Substitute Lunchroom Worker, Substitute Teacher, Janitorial Services Substitute, and Instructional Aide.

Based on historical data, the Board of Education anticipates that the successful bidder will be required to provide between 60 to 100 substitute staff members per school day, with an average of 80 substitutes per day. Given the rural nature of the St. Clair County School System, the vendor shall give special consideration to recruitment in various geographic locations in order to develop a quality pool to meet the daily demand for substitute staffing services.

Vendor's Responsibilities and Requirements:

- A. The vendor shall:
- Recruit, select, train and hire assigned employees.
 - Place assigned employees according to the Board of Education's requirements in any one or more of the schools or administrative offices.
 - Pay assigned employees their wages and provide optional benefits.
 - Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA).
 - Provide workers' compensation benefits and coverage for assigned employees.
 - Maintain assigned employees' personnel and payroll records related to their employment.
 - Comply with laws, rules, or regulations applicable to staffing providers.
 - Require employees to agree in writing to protect the confidentiality of the District's proprietary information.
 - Require assigned employees to acknowledge in writing that they have no right to participate in the District's employee-benefit plans
 - Require assigned employees to comply with all rules and policies of the St. Clair County Board of Education, including those relating to premises access and security; and
 - Make legally required employment law disclosures to assigned employees.
- B. Online Program: Vendor shall provide an online service to employees of the St. Clair County Board of Education that provides 24-hour access to allow Board employees the ability to request the provision of substitute services. Vendor shall provide all necessary training to St. Clair County Board representatives and personnel on the use of any software programs utilized by vendor in connection with the provision of substitute staffing services offered in response to this ITB. This training should be scheduled 60-90 days before each school year as needed and requested by Board representatives. Vendor shall provide sufficient technical support, including telephone support, email support, and online help, to assist St. Clair County Board representatives and personnel in utilizing vendor's services.
- C. On-Site Manager: Vendor shall provide an on-site manager who shall be available to meet and confer in person with St. Clair County Board of Education personnel on substitute staffing needs and issues. The Board shall provide office space for the vendor's on-site manager at a Board facility located within the school district.
- D. Billing Software and Reports: Vendor shall provide a weekly statement of the services provided and must be able to incorporate St. Clair County Board of Education General Ledger numbers into invoices and software.
- E. Screening Requirements: Vendor shall provide screening requirements for substitute personnel to comply with all Alabama state requirements and local school district screening requirements. All applicants for substitute positions in public schools in Alabama must submit to a fingerprint background check through the Alabama Bureau of Investigation and the Federal Bureau of Investigation. Vendor shall be responsible for the cost of this this screening. (For additional information regarding Alabama

school personnel screening requirements, visit the Alabama Department of Education's website at www.alsde.edu, or call 334-242-9935.)

- F. Employee Eligibility Verification: Vendor shall warrant compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program. Vendor shall acknowledge that a breach of the warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.
- G. Licenses: Vendor shall maintain all necessary federal, state, and local licenses and permits required for the operation of the business conducted by the vendor.
- H. Safety Standards: Vendor shall comply with all current applicable Occupational Safety and Health Standards.
- I. Performance Interference: Vendor shall notify the Human Resources Coordinator or Facilities Coordinator immediately of any occurrence of conditions that interfere with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.
- J. Training: Vendor shall provide all necessary training to their employees in their respective specialty area required by the Alabama State Department of Education, including, but not limited to, comprehensive training for employees in the areas of special education , child nutrition programs, and school custodian.
- K. Standard of Quality: Vendor shall at all times maintain on the job a work force that will sufficiently complete work in a timely manner. Every reasonable care shall be taken to protect the safety of the stakeholders and employees of the school system. All operations shall be at all times subject to the inspection and approval of the school system designee. Any operations that in the opinion of the school system designee does not meet the specifications will be rejected and shall be immediately removed from the site. Any work, which in the opinion of the designee, does not comply with the specifications shall be stopped at once and such correction made as necessary to ensure conformity shall be immediately instituted. Vendor shall not award any work to any subcontractor unless approved in writing by the St. Clair County Board of Education.

Basis of Award: The bid will be awarded to the most cost-effective provider(s) with the most beneficial practices described within the proposal. Services offered will be the primary factor, but not necessarily the sole factor in evaluating the bid. Cost of services, experience, personnel qualifications, and references will also be strongly considered prior to the award.

Evaluation criteria are listed below in their relative order of importance:

- Qualifications of vendor, financial and otherwise, to provide the St. Clair County Board of Education with the requested services for the required period of time, including the vendor's ability to provide appropriate staffing, provide necessary resources, and demonstrate a history of competence and successful performance.

- The Board of Education’s assessment of vendor’s abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the requirements, or the vendor’s inability to meet some of the requirements of the specifications.
- Cost – While cost is a significant factor in considering the placement of the award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- Past performance of work with other school districts.
- Information obtained by the District from vendor’s references or other clients.
- Responsiveness of the bid in clearly stating and understanding the scope of work, and in meeting the requirements of the ITB.

References and Required Information: All bidders must provide the following information in connection with their responses to this ITB:

- A. Length of time your firm has been in business under its current name.
- B. Length of time your firm has been doing business in Alabama. A local presence is required.
- C. Length of time your firm has been providing services offered to schools.
- D. All bidders must demonstrate the willingness and capability of services as specified within this ITB.
- E. All bidders must include a list of three (3) schools for references that have used the bidder’s services and the time period used. Any customer listed for reference must be currently operating under an identical or substantially similar service to the proposed. For each reference indicate name of the district, address, contact person, telephone number, and date the service.
- F. All bidders must complete the background information form attached hereto as Exhibit A.

Duration of Bid:

- Prices offered on the bid proposal shall be firm for the specified period of July 1, 2022, to June 30, 2023.
- Upon mutual agreement, the St. Clair County Board of Education and the contractor may extend the contract for up to four (4) additional years. The contract may be cancelled with a ninety-day prior written notice.
- Any extension shall be at the bid price listed in the proposal under the same terms and conditions of the previous year.
- However, the owner has sole discretion to reject or accept such extension.
- Evaluation for extension of the contract will be done yearly at the anniversary date of each of the contracts but in no case shall the duration of this contract exceed five (5) years.

Firm Pricing: All hourly bill rates quoted must include all wages, benefits, and fees. All prices quoted must be firm for the life of the contract. In the event the federal minimum wage is increased, each line’s full billable rate will be increased by the difference between the current federal minimum wage and the new federal minimum wage rate. All fees outside the cost of substitute personnel, such as direct hire fees, must be outlined in the bid proposal and agreement.

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

- Failure to mark envelop as required.
- Failure to sign the bid document.
- Failure to include requested information or other details of bid.
- Excessive errors.
- Failure to have an original signature on the bid form. A faxed copy is not acceptable.
- Failure to include all required information.

Directions for Submitting Bids and Bid Opening:

- The opening of bids will be at 2:00 p.m., Friday, March 25, 2022, at the St. Clair County Board of Education Central Office located at 410 Roy Drive, Ashville, AL 35953.
- Bids are to be submitted in a sealed envelope with “Bid SCC#21/22-21BOE” clearly marked on the outside of the envelope.
- Sealed bids must be submitted by 2:00 p.m. (by the mobile device of the Board’s personnel in charge of the bid opening) on Friday, March 25, 2022.
- All bids shall be typewritten or in ink on the forms contained in this bid packet. Bids prepared in pencil will not be accepted.
- All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed may be automatically rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and the extension price, the unit price will prevail.
- Any bid received after the designated time and date will not be considered and will be returned to the bidder unopened.
- Any bid may be withdrawn prior to the deadline listed; however, after a bid has been opened, it may not be withdrawn.
- All prices and other terms of the bid shall be firm from the date of the bid opening through the initial term of the contract to be awarded (June 30, 2023).
- All bids must be submitted on forms provided.
- No bid bond is required.

Process of Award:

- The award will be made to the most cost-effective provider with the most beneficial practices described within the proposal, in accordance with the provisions of the Basis of Award set forth above.
- Quality, conformity to specifications, purpose for which required, terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder.
- A post-bid conference will be required within thirty (30) days from the bid award to ensure compliance and capability of responsible bidder to complete requirements of the bid.
- In the event the bidder selected refuses to accept the entire requirements without deviation, the bid may be awarded to the next best bidder.

- The winning bidder will be determined for services outlined by the SCCBOE Coordinator and recommended for BOE approval based upon bid submission for all specified services.
- Award of bid will be made to the responsible bidder offering a proposal that is deemed the most acceptable and advantageous to the St. Clair County Board of Education.
- Bid awards are not official until approved by the St. Clair County Board of Education.
- The St. Clair County Board of Education reserves the right to reject any and/or all bids.

Term; Termination: It is the intent of the St. Clair County Board of Education to award a one-year contract, beginning on July 1, 2022, and terminating on June 30, 2023, subject to renewal as mutually agreed by the parties. Provided funds are appropriated to support continuation of performance in a subsequent fiscal period, the contract may, by mutual agreement between the awarded firm/person and the St. Clair County Board of Education, be extended on an annual basis up to four (4) additional one-year terms. Contract renewal will also be based on the performance of successful bidder and what is in the best interest of the Board.

The term of the contract shall begin as of the date set forth above and will continue in effect until cancelled by either party upon not less than ninety (90) days prior written notice to the other. In the event of termination, the contract will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

The St. Clair County Board of Education maintains the right to terminate the contract if the successful bidder breaches any material term or condition of the contract or this ITB and fails to cure such breach in a reasonable amount of time.

The performance of the work or services under the contract executed pursuant to this ITB may be terminated in whole or part whenever the Superintendent or designee shall deem that termination is in the best interest of the School System. Such determination shall be in the sole discretion of the Superintendent or designee. In such event, the School System shall be liable only for payment in accordance with the payment provision of the contract for work or services performed or furnished prior to the effective date of termination.

If the St. Clair County Board of Education determines that a substitute staff member provided by vendor has engaged in misconduct or appears to be under the influence of any substance, Board personnel may direct that said staff member leave the Board's property. In any such circumstance, the Board shall be obligated to compensate vendor only for the number of hours satisfactorily worked by the substitute staff member before leaving the premises. If a substitute staff member does not work well at a location, Board personnel shall have the right to seek reassignment of the substitute staff member or shall have the right to disallow subsequent use of said staff member.

Insurance: A Certificate of Insurance executed by the bidder's agent or carrier showing required insurance coverage shall be submitted with bid proposal.

- Workers Compensation covering statutory obligations in the state of Alabama.
- Comprehensive General Liability \$1,000,000 per occurrence
- Comprehensive Automobile Liability \$1,000,000 per occurrence

In this contract that shall result from this ITB, vendor shall maintain such insurance as will indemnify and hold harmless the school system from Workmen's Compensation and Public Liability claims for

property and personal injury including death which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

Cash Allowances: This ITB contains no provision for cash allowance or advances.

Payments:

- Invoices for work completed shall be presented to the accounts payable department at 175 College Street, Odenville, Alabama 35120 within 30 day of the service.
- Invoices must have:
 - The name of the substitute staff member.
 - The name of the Board employee for whose absence substitute services were provided.
 - The employee number of the Board employee who was absent, and,
 - The date of the absence.
- Invoices shall be paid within thirty (30) days of receipt.

Independent Contractors: The contract entered into pursuant to this ITB shall provide that vendor is an independent contractor, and that nothing in the contract shall constitute or be construed as creating an employment, partnership, or joint venture relationship between vendor (or any its agents or employees) and the St. Clair County Board of Education. With respect to substitute personnel performing services under the contract awarded pursuant to this ITB, such personnel shall be at all times considered employees of vendor, shall comply with all local, state, and federal laws and ordinances applicable to it as an employer, including requirements for payment of wages, verification of employment eligibility pursuant to United States immigration laws, fair labor standards, workers compensation, and laws requiring equal employment opportunity and prohibiting discrimination in employment. Nothing in this ITB or any subsequent contract shall be construed as creating an employment relationship between the Board and any temporary employee.

Indemnification: Vendor shall defend, indemnify, and hold harmless the St. Clair County Board of Education, and its members, officials, employees and agents (the Board and its members, officials, employees, and agents being collectively referenced herein as the “Indemnitees”), from all suits, judgments, losses, expenses (including but not limited to, reasonable attorneys’ fees, court costs, and other litigation costs), damages, liabilities, claims for personal injury (including death) or property damage or loss of other type (hereinafter collectively “Claims”) resulting from or claimed to have resulted from any negligent acts or omissions of vendor or any its other employees.

Contact:

Bidders are encouraged to contact by e-mail or phone: Debra Allred, Human Resources Coordinator, debra.allred@sccboe.org, (205)594-2027. Sealed bids may be mailed or delivered to the attention of:

Debra Allred, Human Resources Coordinator
Bid SCC#21/22-21BOE
410 Roy Drive
Ashville, AL 35953

SPECIFICATION SHEET A

BID SPECIFICATIONS:

Substitute Lunchroom Worker for various schools within the St. Clair County School System

Qualifications include:

1. High School Diploma or GED, preferred
2. Demonstrated aptitude for successful performance of the tasks listed.
3. Good general health.

Duties/Essential Functions:

1. Punctual in attendance.
2. Assist in the accurate preparation and serving of food.
3. Assist in the daily clean-up of the kitchen and service areas.
4. Exhibit personal grooming and dress appropriately for food service.
5. Maintain proper and professional relationship with students and employees.
6. Maintain confidentiality of school system related business.
7. Perform duties in a manner that promotes good public relations.

Physical Requirements/ Environmental Conditions:

1. Requires prolonged standing.
2. Requires physical exertion to manually move, lift, carry, pull, or push heavy objects or materials. (Ability to empty 50 gallon trash receptacle into an eight yard dumpster).
3. Requires stooping, bending and reaching.
4. Must work in noisy and crowded environments.
5. Must work in and around fumes and odors.
6. Must maintain appropriate levels of personal hygiene.
7. Must comply with state health and sanitation guidelines.
8. Must work with electrical and gas appliances.
9. Must work with dish washing liquids and powders, solvents and other cleaning chemicals.
10. Must work with materials of intense heat or extreme cold.

List any additional screening processes and/or training your company provides to the personnel whom will be filling this position:

SPECIFICATION SHEET B

BID SPECIFICATIONS:

Substitute Teacher for various schools within the St. Clair County School System

Qualifications include:

1. High School Diploma or GED
2. Alabama Substitute Teacher's Certificate

Duties/Essential Functions:

1. Assist in teaching any material given to them by the supervising teacher in the classroom.
2. Supervise students throughout the workday including, but not limited to, during classroom instruction, playground activities, lunchroom, bus duty, parent pickup, and lavatory times.
3. Perform such clerical tasks as checking out library books, caring for and operating audio-visual equipment, making supplies, and other equipment available for use in the classroom.
4. Assist with the preparation of instructional aides, bulletin boards, and other learning displays.
5. Assist with non-instructional classroom duties, such as snack break and personal hygiene needs as directed.
6. Maintain confidentiality of information.
7. Show politeness and good manners in dealing with others.
8. Any other duties assigned by the Principal.

List any additional screening processes and/or training your company provides to the personnel whom will be filling this position:

SPECIFICATION SHEET C

BID SPECIFICATIONS:

Janitorial Services Substitute for various schools within the St. Clair County School System

Qualifications include:

1. High School Diploma or GED, preferred.
2. Demonstrated aptitude for successful performance of the tasks listed.
3. Good general health.

Examples of Work:

- General building maintenance: clean and sanitize classroom/bathrooms/hallways, dust, wash windows, scrub walls, clean furniture, fill dispensers, move furniture, wash whiteboards, and clean trays and assist in the cafeteria, remove gum, clean drinking fountains, dispose of trash, clean trash cans, replenish supplies, and other duties assigned by the school principal/supervisor.
- Floor maintenance: pick up trash from floors, remove gum, vacuum, sweep, dry and wet mop, scrub, wax and buff
- Operate cleaning equipment: vacuum cleaner, scrubber, buffer, wet and dry mops, and brooms.
- Outdoor maintenance: pick up lawn debris & sweep/clean sidewalks.
- Personnel must be able to work without supervision.

EMPLOYEE SAFETY

- The employee is responsible for the use of safety devices and protective equipment in order to minimize the frequency and severity of work-related accidents. The employee is responsible for using safe practices and methods in the operation and supplies related to their job.
- The employee is further responsible for correcting any conditions within the building or grounds that may be hazardous to employees, students, or staff assigned to the building and reporting same to the appropriate administrator.

List any additional screening processes and/or training your company provides to the personnel whom will be filling this position:

SPECIFICATION SHEET D

BID SPECIFICATIONS:

Instructional Aide for various schools within the St. Clair County School System

Qualifications include:

1. High School Diploma or GED

Duties/Essential Functions:

1. Expected Workday: Full time- 8 hours
2. Works under the direction of a certificated employee
3. Relieve assigned teacher of non-teaching responsibilities
4. Assist in teaching any material given by the supervising teacher
5. Take attendance and keep attendance records according to board policy
6. Assist with the preparation of instructional aids, bulletin boards and other learning displays assigned by the supervising teacher
7. Supervise students during bus duty and or parent pick up
8. Assist with non-instructional duties such as snack break,
9. lunchroom and personal hygiene needs of students as directed by the principal
10. Participate in staff development activities
11. If elementary physical education aide, supervise playground activities under the supervision of the PE teacher; be able to move about for student supervision during PE classes; be able to work in varying temperature conditions
12. If elementary classroom aide, supervise children during lavatory periods when assigned by principal
13. If library aide, perform such clerical tasks as checking out library books, caring for and operating audio-visual equipment, making supplies and other equipment available for use in the classroom
14. If Title I aide, provide tutoring to students
15. Supplement full-time or part-time clerical help
16. If special education aide, be able to physically assist students with disabilities
17. If computer aide, have operational knowledge of computer hardware, record-keeping, hardware maintenance, data input and output skills, word processing programs, database, and spreadsheets
18. Physical and emotional ability and dexterity to perform required work and move about as needed in a fast-paced, highly-intensive work environment
19. Be courteous and professional at all times
20. Maintain a neat and appropriate appearance

List any additional screening processes and/or training your company provides to the personnel whom will be filling this position:

EXHIBIT A

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

As outlined in the References and Required Information section of the ITB, please answer the following questions.

1. The length of time your company has been doing business under its current name.
2. The length of time your company has been doing business in the State of Alabama.
3. The length of time your company has been conducting business with school systems.
4. Please indicate your company's warranty or guarantee as it relates to the services under this bid.
5. Please indicate your company's billing policy.
6. Please provide three (3) current Alabama school references. All fields must be complete.

1. School: _____

Address: _____

Contact Person: _____

Phone #: _____ Email: _____

Date of Services: _____

2. School: _____

Address: _____

Contact Person: _____

Phone #: _____ Email: _____

Date of Services: _____

3. School: _____

Address: _____

Contact Person: _____

Phone #: _____ Email: _____

Date of Services: _____



**BID SCC#21/22-21BOE – Required Information
To Establish a Contract for Substitute Personnel Services**

Due Date: Friday, March 25, 2022, at 2:00 p.m.

Sealed Bids Mailed or Delivered To:
Debra Allred, Human Resources Coordinator
Bid SCC#21/22-21BOE
410 Roy Drive
Ashville, AL 35953

Bidder Information:

Vendor Name: _____

Address: _____

Phone: _____ E-Mail: _____

Name, Title, and Signature individual duly authorized to execute contracts on behalf of Vendor:

Signature: _____

Title: _____ Date: _____

Each bidder must include the following items with the bid:

- This Form Completed
- Completed ITB Quote Form
- Completed Specification Sheet A
- Completed Specification Sheet B
- Completed Specification Sheet C
- Completed Specification Sheet D
- Affidavit of Alabama Immigration Compliance
- Notice of Alabama Immigration Law Compliance Requirements
- Non-Collusion Affidavit
- Proof Of Insurance Policy

The successful bidder must provide the following within two weeks of being awarded the bid:

- E-Verify Memorandum of Understanding
- W-9

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA
AND/ OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:
County of _____

Before me, a notary public, personally appeared _____(print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____(your position) for _____(name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify program may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE§ 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____ 2

I certify that the Affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public



Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the St. Clair County Board of Education

As a Contractor, as defined in the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, to the St. Clair County Board of Education ("the Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or who fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company



NON-COLLUSION AFFIDAVIT

I state that I am of _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The budgets shown in this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP) or Invitation to Bid (1TB).

(2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP/ITB, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFP/ITB, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form of non-responsive proposal.

(4) The proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(S) _____ its affiliated, subsidiaries, officers, directors,
(Name of Firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract.

I state that _____ understands and acknowledges that
(Name of Firm)

the above representations are material and important and will be relied on by the St. Clair County Board of Education (SCCBOE) in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from SCCBOE of the true facts relating to the submission of proposals for this contract.

Signature

Printed Name

Date