



**INVITATION TO BID**

**BID SCC#22/23 – 12**

**SUMMER FLOOR CLEANING**

**FOR**

**ST. CLAIR COUNTY BOARD OF EDUCATION**

**ST. CLAIR COUNTY BOARD OF EDUCATION**

CENTRAL OFFICE  
410 ROY DRIVE  
ASHVILLE, AL 35953

ANNEX  
175 COLLEGE STREET  
ODENVILLE, AL 35120

**ST. CLAIR COUNTY BOARD OF EDUCATION**

**BID SCC#22/23 – 12**

**SUMMER FLOOR CLEANING**

**PERTINENT DATES**

<b>MAY 24, 2023</b>	<b>Request for Proposals Issued</b>
<b>JUNE 23, 2023 @ 9:00 AM</b>	<b>Bid Submission Deadline</b>
<b>JUNE 23, 2023 @ 1:00 PM</b>	<b>Bid Opening</b>

**Bid agreement will begin following the June 2023 SCCBOE board meeting. The awarded bidder will be contacted within 24 hours following the board meeting.**

**ST. CLAIR COUNTY BOARD OF EDUCATION**

**BID SCC#22/23 – 12**

**SUMMER FLOOR CLEANING**

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410 Roy Drive ● Asheville, AL 35953

(205) 594-7131 (205) 594-4441 Fax

Justin D. Burns  
Superintendent

Scott Suttle  
Board President

**INVITATION TO BID  
SCC 22/23 - 12  
SUMMER FLOOR CLEANING  
ISSUE DATE: MAY 24, 2023**

**ADVERTISEMENT**

The St. Clair County Board of Education (SCCBOE) is seeking bids for a professional summer floor cleaning services

Interested parties may receive a copy of this Invitation to Bid (SCC 22/23 – 12 Summer Floor Cleaning Services) from the Annex Office at 175 College Street Odenville, AL 35120, or on the SCCBOE website, [www.sccboe.org](http://www.sccboe.org).

**Deadlines for submitting BID: SCC 22/23 – 12 is Friday, June 23, 2023 at 9:00 a.m.**

A cashier’s check or bid bond payable to St. Clair County Board of Education in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000, must accompany the bidder’s proposal. Performance and Payment Bonds and evidence of insurance required in the bid documents will be required at the signing of the Contract.

Fully completed bid submissions must be delivered by bid day opening in a **sealed envelope** marked on the lower left-hand corner of the envelope as follows:

**BID: SCC 22/23 – 12  
SUMMER FLOOR CLEANING  
BID OPENING: 6/23/23 AT 1:00 PM  
YOUR COMPANY NAME**

The sealed, marked envelope containing the bid submission should be addressed to:

**Traci Higgins, Chief School Financial Officer (CSFO)  
St. Clair County Board of Education  
175 College Street  
Odenville, AL 35120**

All bids must be signed by an authorized representative of the Contractor/Vendor in spaces provided within this Invitation to Bid and must be returned with this Invitation to bid. **BID: SCC 22/23 – 12, SUMMER FLOOR CLEANING will be publicly opened and read at the Bid Opening: Thursday, June 23, 2023 at 1:00 p.m.**

All inquiries and requests for information regarding Invitation to Bid shall be directed to Traci Higgins, CSFO at 205.594.2028 or [traci.higgins@sccboe.org](mailto:traci.higgins@sccboe.org)

## SPECIFICATIONS, CONDITIONS, AND INSTRUCTIONS

### **BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS, AND INSTRUCTIONS FOR FUTURE REFERENCE.**

The specifications and bid information attached should be read carefully. All information asked for in this Invitation for Bid, including all documents, procedures, insurance certificates, and any other information asked for must accompany the bid. Failure to include any asked for information may result in the bid being declared non-responsive and disqualified from consideration. All bids must comply with the Alabama State Bid Law.

#### **I. GENERAL INFORMATION**

- A. Bidder/Vendor must use our forms for submitting their bid.
- B. All bid envelopes must be sealed and marked with the following in the lower left-hand corner: Bid #, Name of the bid, opening time and date, and company name. **Late bids WILL NOT BE OPENED.**
- C. These specifications, conditions, and instructions are in addition to and are part of the instructions and conditions that appear on the printed St. Clair County Board of Education Bid Form and shall govern the selection of the items listed.
- D. All bids shall be returned on the forms provided.
- E. All bid forms must be signed by the vendor. If not signed, the bid will be considered non-responsive.
- F. Any necessary amendments to this Bid will be posted on our web page at [www.sccboe.org](http://www.sccboe.org). While St. Clair County Board of Education will make an effort to communicate all amendments, monitoring the web page for amendments will be considered the Bidder/Vendor responsibility.
- G. Your bid must include a Certificate of Insurance (COI) in the minimum amount of 1 million dollars and a Workman's Compensation Certificate.
- H. Bidder/Vendors wishing to bid shall have a minimum of five (5) years' experience doing business under the same firm name in which bids are submitted. Joint venture contracts must be pre-approved.
- I. The bidder must have necessary business licenses as required by the State, County, and City.
- J. Any bid received after the designated time and date may not be considered and may be returned to the bidder unopened.
- K. Any bid may be withdrawn prior to the deadline listed; however, after a bid has been opened it may not be withdrawn.
- L. All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this Invitation to Bid, except copyrighted material, shall become the property of St. Clair County Board of Education, regardless if a Consultant is selected.
- M. St. Clair County Board of Education is not responsible for delays by the Air Courier, Delivery, or Messenger Service, Us Postal Service, the internal mail delivery system of St. Clair County or any other means of delivery employed by the bidder. **Bidders are encouraged to call Traci Higgins, CSFO at 205.594.2028 to ensure mailed bids have been received.** Similarly,

St. Clair County Board of Education is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. **LATE BIDS WILL BE RETAINED IN THE FILE, UNOPENED.**

- N. Bids must be prepared in ink. Bids submitted in pencil will not be accepted.
- O. **St. Clair County Board of Education is tax exempt under State and Federal law. Bids will not include State Sales Tax, Federal Excise Taxes, or any other fee.**

**II. TAX EXEMPTION**

- A. St. Clair County Board of Education is tax exempt.
- B. Bidder is responsible for all applicable payroll taxes, benefit costs, and workers compensation as required by law.

**III. OMISSIONS**

- A. If the submitted bid differs in any way from the specifications set forth in this Invitation to Bid, the respondent must list the differences on the proposal form telling exactly where and how the services deviate from said specifications.
- B. 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.

**IV. DISQUALIFICATION OF BIDS**

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

- A. Failure to mark envelope as required.
- B. Failure to include requested information or other details of the bid.
- C. Excessive errors.
- D. Failure to complete "Bid Form for Alabama Immigration Law Compliance" and return appropriate documentation. **MUST** be included even if previously submitted.
- E. Failure to have an original signature on the Bid Form, a faxed copy is not acceptable.
- F. The failure to include the acknowledgement of addendum form (if applicable).
- G. This bid shall not be altered by the bidder/Vendor in any way. Any and all changes from those specified shall be listed as deviation. Failure to abide by this requirement may result in the bid being disqualified from consideration.

**V. METHOD OF AWARD/CONTRACT PERIOD**

The award will be made to the lowest responsible bidder meeting specifications by school site and/or specified services. It is **not** the policy of the St. Clair County board of Education to award or make purchases based **exclusively** on the low bid.

- A. **The winning bidder will be determined for each site region listed in the "Scope of Work" based upon bid submission for all specified services.**
- B. The award will be made in accordance with the Code of Alabama 1975 Section 41-16-50.
- C. St. Clair County Board of Education reserves the right to accept the lowest bid on all items combined from one bid or any feasible combination of bids by items from different companies that result in the low bid.

- D. The award will be made to the lowest responsible bidder most closely meeting the requirements and specifications. Bidders are responsible for furnishing all product requirements requested on the bid to the individual schools.
- E. 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.
- F. In the event the low bidder refuses to accept the entire requirements in a category without deviation, the bid will then be considered non-responsive, and the bid may be awarded to the next lowest bidder meeting specifications and requirements.
- G. Award will be made on unit price basis, extended price basis, or in any manner that will best serve the interest of St. Clair County Board of Education.
- H. Records showing successful Bidder/Vendor and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
- I. A post bid conference may be required to ensure compliance and capability of responsible bidder to complete requirements of the bid.
- J. The winning bidder will be determined for each site based upon bid submission for all specified services.
- K. Bid awards are not official until approved by the St. Clair County Board of Education.
- L. If only one bid is submitted, thus creating a non-competitive bid situation, the bid may be rejected, negotiated, or extended by the bidding agent in such manner as to obtain additional bids.
- M. St. Clair County Board of Education reserves the right to accept or reject any or all bids.
- N. The decision of St. Clair County Board of Education will be final.

#### VI. DURATION OF BID

- A. Upon mutual agreement, the St. Clair County Board of Education and the contractor may extend the contract for an additional year (not to exceed for four (4) additional years). If the contractor does not wish to extend this contract, a written notice may be submitted with a 90-day advance of this contract's expiration date. If no notice is given within the allotted time frame this bid will auto renew each year for the continuing four (4) year period.
- B. Any extension shall be at the bid price listed in the proposal under the same terms and conditions of the previous year.
- C. However, the owner has sole discretion to reject or accept such extension.
- D. **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.**
- E. Contract extensions and renewals must be signed each year.

#### VII. PRE-PROPOSAL INSPECTION

- A. All proposals are awarded with the understanding that the contractor is acquainted with all the requirements of the service agreement.
- B. The contractor shall be aware of the conditions of the schools, obstructions, elevations, and other factors necessary for carrying out the work.

- C. The contractor shall not at any time after the submission of a proposal, make any claim whatsoever based on insufficient data or a misunderstanding of the requirements, nature, conditions, or extent of the work under the contract.
- D. No allowances or extra payment will be made to a contractor due to error or oversight on the part of the contractor.
- E. On site pre-inspections should be coordinated with the building principals.
- F. The bidder shall complete a thorough inspection and be familiar with the work to be performed and the areas to be maintained. Any questions regarding the scope of work shall be directed to Traci Higgins, CSFO by email at [traci.higgins@sccboe.org](mailto:traci.higgins@sccboe.org) or by phone at 205.594.2028.

#### VIII. PRICING AND QUANTITY

- A. St. Clair County Board of Education is tax exempt under State and Federal law. Bids will not include State Sales Tax, Federal Excise Taxes, or any other fee.
- B. Prices are to be quoted by the "unit" as described in the bid information.
- C. The School System shall be notified immediately regarding any manufacturer's price decrease affecting an item included in the contract. The School System shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.
- D. St. Clair County Board of Education reserves the privilege to re-bid any items if price fluctuations are beyond amount anticipated or negotiations are unsatisfactory.
- E. All prices and other terms of the bid shall be firm for a period of sixty (60) days from the date of the bid opening. All bids must be submitted in ink on forms provided.
- F. Prices offered on the bid proposal shall be firm and shall not deviate from the agreement prices once accepted by St. Clair County Board of Education.
- G. Bidders agrees that St. Clair County Board of Education will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; St. Clair County Board of Education will receive the benefit of such reduction of any undelivered portion of the contract.

#### IX. CASH ALLOWANCES

- A. This agreement contains no provision for cash allowance or advances.

#### X. INVOICE PAYMENTS

- A. Invoices for work completed shall be presented to the building principal or designee at each school for approval of completed services.
- B. If the services are deemed satisfactory then the principal or designee will indicate such by his/her signature on the invoice.
- C. **The vendor will then submit the signed invoice(s) to SCCBOE, ACCOUNTS PAYABLE, 175 COLLEGE STREET ODENVILLE, AL 35120; and emailed to [accountpayables@sccboe.org](mailto:accountpayables@sccboe.org).**
- D. Invoices will be paid within net 30 days of receiving the signed invoice.
- E. All invoices must include an invoice number, invoice date, date of service(s), purchase order number, description of service(s) provided, and the total amount due.



## XI. IMMIGRATION LAW COMPLIANCE

- A. Bidders must provide proof of enrollment in E-Verify as a condition for the award of the contract. Failure to submit a Memorandum of Understanding with the bid may eliminate your bid from consideration.
- B. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law 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 the agreement and shall be responsible for all damages resulting therefrom.

## XII. DISCLOSURE STATEMENT

- A. If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder's firm or any member of their households is an employee of St. Clair County Board of Education, this information must be included in the solicitation response. Failure to disclose this information in the response may result in the elimination of your bid from consideration.
- B. **IMPORTANT:** It is required that the Disclosure Statement of relationship between bidder and employees/officials of St. Clair County Board of Education, furnished with this Invitation for Bid, be completed and submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.
- C. If any owner, officer, partner, board, director member, employee, or holder of more than 5% of their market value of the Bidder's firm or any member of their households is an employee of St. Clair County Board of Education; and the Bidder's firm is awarded a contract as a result of this Invitation to Bid, then within ten (10) days after the contract is entered into, the Bidder agrees to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by St. Clair County Board of Education furnish evidence of such filing.

## XIII. INSURANCE

- A. Certificate of Insurance (COI) executed by the bidder's agent or carrier showing required insurance coverage shall be submitted with bid proposal.
- B. Bidder must have Workers Compensation covering statutory obligations in the state of Alabama.
- C. Bidder must have Comprehensive General Liability for the minimum of one million dollars (\$1,000,000.00) per occurrence.
- D. Bidder must have Comprehensive Automobile Liability for the minimum of one million dollars (\$1,000,000.00) per occurrence.
- E. If a contract shall result from this bid, the contractor 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.
- F. **Hold Harmless and Indemnification:** Contracting party agrees to indemnify, hold harmless and defend St. Clair County Board of Education, its elected officers, employees, past and

present, its employees and its agents, past and present, (hereinafter referred to in this paragraph collectively as "SCCBOE"), from and against any and all claims, damages, losses, judgments, liens, penalties, interest, and expenses, including but not limited to court costs and attorneys' fees, for liability claimed against or imposed upon SCCBOE because of bodily injury, death, or property damages, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement. Bidder's performance or failure to perform any obligations contained in this document, the inaccuracy of any representations or warranties of the bidder, contained herein; negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence or Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability claims of employees of company and/or its subcontractors or claims under similar such law or obligations, the payment or non-payment of any taxes relating to any monies paid to the Bidder pursuant to this Agreement, the foregoing provisions, and all liabilities of the Bidder hereunder, shall survive the termination of this Agreement. Company obligations under this Section shall not extend to any liability caused by the sole negligence of SCCBOE, or its employees.

#### **XIV. BID OR PERFORMANCE/PAYMENT BOND**

- A. All bids shall be accompanied by a cashier's check, drawn upon a State bank, in the amount not less than 5% (percent) of the bid, but not to exceed \$10,000.00. Cashier's check is to be made payable to St. Clair County Board of Education, or a Bid Bond in this amount from a Surety Company licensed in the State of Alabama, as a guarantee that the bidder will enter into a contract.
- B. Contractor is required to provide St. Clair County Board of Education a performance/payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable with St. Clair County board of Education and are included in the total project cost (s). See attached sample of Performance Bond. The performance bond must be obtained each year of the contract.

#### **XV. SUBSTITUTIONS/BACK ORDERS**

- A. Substitutions will be allowed whenever the item(s) being replaced is not longer in production and the new item(s) are equal to or greater than it in function, and equal to or less than the discontinued item in price. The Superintendent/designee will determine the equivalency.

#### **XVI. GENERAL LITIGATION DISCLOSURE**

- A. Bidder must describe any pending, contemplated, or ongoing administrative or judicial proceedings material to Bidder's business, finances, or products including, but not limited to, any litigation, consent orders, debarment, or contracts with any local, state, or federal regulatory agency issued to Bidder or to any parent or subsidiary to Bidder.

**XVII. CANCELLATIONS/TERMINATIONS**

- A. No item(s) in the bid is to be canceled without prior consent of St. Clair County Board of Education.
- B. **THE ST. CLAIR COUNTY BOARD OF EDUCATION HAS THE RIGHT TO TERMINATE THIS CONTRACT AT ANY TIME FOR ANY REASON WITH A FOURTEEN (14) DAY WRITTEN NOTICE.**
- C. The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part whenever the Superintendent, CSFO, or Designee shall deem the termination is in the best interest of the School System. Such determination shall be in the sole discretion of the Superintendent, CSFO 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.
- D. Termination shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**XVIII. BACKGROUND CHECK OF EMPLOYEES**

- A. Any employee working at the school, who may have access to students, must provide a clear background check to the St. Clair County board of Education.
- B. The type, frequency, and extent of the background check will be subject to specifications of the St. Clair County board of Education.

**XIX. DEFAULT**

- A. If at any time the vendor makes a delivery that is not in accordance with the specifications, conditions, and instructions set forth by St. Clair County Board of Education, without the consent of the Board, such delivery shall constitute grounds for the cancellation of the contract and/or removal of the vendor from St. Clair County Schools mailing list for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of St. Clair County Board of Education shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases made by St. Clair County Board of Education.

**XX. SERVICE AND WARRANTY**

- A. Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidder must include with the bid forms an explanation of the warranty and services that are provided.

**XXI. CONTRACTOR(S) RESPONSIBILITIES**

- A. **Licenses:** The contractor shall maintain in current status all federal, state, and local licenses, and permits required for the lawful operation of the business conducted by the contractor.

- B. **Safety Standards:** the contractor shall comply with all current applicable Occupational Safety and Health Standards.
- C. **Performance Interference:** The contractor shall notify the coordinator of Facilities 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.
- D. **Evaluation of Service:** The contractor shall perform at a minimum four (4) quality inspections throughout the school year and meet with the school principal and/or administrative designee to discuss results.

## **XXII. UNINTERRUPTED SERVICES**

- A. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc. together with all normal means of ingress and egress to buildings and property will be allowed without the express permission of the principal or authorized designee of the St. Clair County Board of Education.

## **XXIII. STANDARD OF QUALITY**

- A. The contractor shall maintain an on-the-job work force that will sufficiently complete work in a timely manner. The work shall be carried out in such a manner as to not interfere with the normal conduct of school activities. Every reasonable care shall be taken to protect the safety of the stakeholders and employees of the school system.
- B. All operations and materials shall be at all times subject to the inspection and approval of the school system designee. Any operations or materials 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 corrections made as necessary to ensure conformity shall be immediately instituted.
- C. The Contractor shall not award any work to any subcontractor unless approved in writing by the owner. Should a conflict of scheduling arise the activities of the school, whether planned or unplanned, shall take precedent over provided services.

## **XXIV. NON-DISCRIMINATION**

- A. The St. Clair County board of Education provides equal opportunities for all business and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, gender, or disability in consideration for an award.

## **XXV. CONTRACT LABOR DRESS CODE POLICY**

- A. It is essential that each team member present a fresh, professional, and well-groomed appearance at all times. Bidder is responsible for ensuring their employees consistently comply with the standards of this policy. Failure to dress appropriately may result in being sent home to change or cancellation of contract after three (3) or more occurrences.

**XXVI. CONTACT**

Bidders are encouraged to contact Traci Higgins, CSFO by email at [traci.higgins@sccboe.org](mailto:traci.higgins@sccboe.org) or by 205.594.2028. Office: 175 College Street Odenville, AL 35120.

Sealed bids may be mailed or delivered to the attention of:

**TRACI HIGGINS  
CHIEF SCHOOL FINANCIAL OFFICER, CSFO  
175 COLLEGE STREET  
ODENVILLE, AL 35120**

**GENERAL TERMS AND CONDITIONS  
ST. CLAIR COUNTY BOARD OF EDUCATION**

**1. ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

**2. ADDENDA:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from school districts.

**3. APPLICABLE LAW:** This contract shall be construed and interpreted according to Alabama Law.

**4. ASSURANCE OF NON-CONVICTION OF BRIBERY:** The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or Federal law.

**5. AWARD CONSIDERATION:** The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**6. BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to St. Clair County Board of Education. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the school district deems the failure to be non-substantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance

bond is required, the successful bidder will be notified after the awarding of the contract.

**7. BRAND NAMES:** The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the School District or their designated representatives. The burden of proof that alternate brands are in fact equal or better fall on the bidder, and proof must be to the Board's satisfaction.

**8. DELIVERY OF BIDS:** Bids must be received in the School Districts Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp or other official time piece in the School District office. Bids submitted by U.S Mail must be addressed to St. Clair County Board of Education. The School District accepts no responsibility for premature opening of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service, or any other courier system fails to deliver the proposal to St. Clair County Board of Education, by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

**9. ERRORS IN BIDS:** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

**10. HAZARDOUS AND TOXIC SUBSTANCES:** Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder

shall provide the School District with a "Material Safety Data Sheet" if required.

**11. INVOICING, DELIVERY, PACKAGING:** Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. All invoices must show the purchase order number, must show an invoice number, and must show an invoice date. Vendors shall not ship any material without an authorized purchase order from the St. Clair County Board of Education. All packages delivered must show the purchase order number. The successful bidder will be required to finish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B.; School Site, St. Clair County, AL. The title and risk of the loss of goods will not pass to the Board, Departments, Schools, until receipt and acceptance takes place at the F.O.B. point.

**12. INSPECTION OF PREMISES:** At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract.

**13. INSURANCE:** If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School District from Workmen's Compensation and Public Liability claims for property damage 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.

**14. INVITATION TO BID:** Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions. GENERAL TERMS AND CONDITIONS ST. CLAIR COUNTY BOARD OF EDUCATION.

**15. NON-DISCRIMINATION:** The board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

**16. PRODUCT TESTING:** Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract. The Board reserves the right to request a demonstration of any and all items bid before making the award.

**17. PATENTS:** Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

**18. PROTESTS:** Any protest to the Board's consideration of any bid must be submitted in writing and received by the School District no later than five (5) calendar days after awarding the bid. The School District will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The School District is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence. If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the Superintendent of Schools within five (5) calendar days from the bidder's receipt of a reply to the protest. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

**19. PREPARATION OF BID:** All bids shall be typewritten or in ink on the form(s) prepared by the Board. 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 will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit process quoted and extensions, the unit price will prevail.

**20. QUESTIONS/ CONTACT:** All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the St. Clair County Board of Education, Superintendent, or Staff regarding this bid prior to posting of the final tabulation in the District Office after such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

**21. REJECTION OF BIDS:** St. Clair County Board of Education reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified, and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the School District, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, evidence of collusion among bidders, Unauthorized alteration of the bid form.

**22. SAMPLES:** Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**23. TAXES:** Prices quoted shall be delivered process, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Board will assume no transportation or handling charges other than specified in this bid. The St. Clair County Board of Education School Districts are tax exempt by law- Code of Alabama-Title 40, Sec. 23, Sub. Sec. 4, Par. 11.

**25. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be St. Clair County Board of Education Schools. Insufficient funds shall be the grounds for immediate termination of this solicitation.

**26. TERMINATION FOR THE CONVENIENCE OF THE BOARD:** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Board shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the School District. In such event, the School District shall be

liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**27. TERMINATION FOR DEFAULT:** If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

**28. WARRANTY:** The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

**29. VENDOR LIST:** A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response. THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID. ST. CLAIR COUNTY BOARD OF EDUCATION

**30. TABULATION:** Bid results are posted in the School Districts Office and will remain for thirty days after the posting date. The awarding bidders will be sent a written notification via mail. Traci Higgins, CSFO



**SCOPE OF WORK**

<b>Site Area</b>	<b>School/Building</b>	<b>Sq. Footage</b>	<b>Address</b>	<b>Contact</b>
<b>Region I</b>	Ashville Elementary School	40,554	33225 US HWY 231 Ashville, AL 35953	Shane Parker 205.594.2236
	Ashville Middle School	54,486	33221 US HWY 231 Ashville, AL 35953	Rodney Smith 205.594.2242
	Ashville High School	58,436	33215 US Hwy 231 Ashville, AL 35953	Janet Johnson 205.594.2090
	SCCBOE – Central Office		410 Roy Drive Ashville, AL 35953	Justin Burns 205.594.2282
	John Pope Eden Career Tech. Center	43,244	45 County Road 33 Ashville, AL 35953	Trisha Turner 205.2070
	Ruben Yancy Alternative School		466 10 <sup>th</sup> Street Ashville, AL 35953	Leann Ford 205.2303
<b>Region II</b>	Steele Junior High School	34,836	105 McHugh Street Steele, AL 35987	David Beegle 205.594.2042
	Ragland Schools	87,071	1060 Main Street Ragland, AL 35131	Jennifer Ball 205.594.2311
<b>Region III</b>	Odenville Elementary School	71,785	420 Alabama Street Odenville, AL 35120	Michelle MisKelley 205.629.3400
	Odenville Intermediate School	72,504	300 Burgess Drive Odenville, AL 35120	Christy Blankenship 205.629.2248

Site Area	School/Building	Sq. Footage	Address	Contact
<b>Region III</b>	Odenville Middle School	69,112	100 1 <sup>st</sup> Avenue Odenville, AL 35120	Walker Cook 205.629.3264
	St. Clair County High School	147,480	16700 US HWY 411 Odenville, AL 35120	Joe Goble 205.629.3420
	SCCBOE - Annex		175 College Street Odenville, AL 35120	Traci Higgins 205.594.2028
	Bus Shop		176 Old Springville Rd Odenville, AL 35120	Christopher Qualls 205.629.6255
<b>Region IV</b>	Margaret Elementary School	72,897	200 Mustang Drive Odenville, AL 35120	Katelyn Dorsett 205.629.0801
	Springville Elementary School	77,097	75 Wilson Street Springville, AL 35146	Chris Hill 205.467.9840
	Springville Middle School	113,410	6691 US HWY 11 Springville, AL 35146	Wesley Graham 205.467.9849
	Springville High School	120,920	8295 US HWY 11 Springville, AL 35146	Gregory Moore 205.467.2730
	Springville Virtual Prep. Academy		160 Purple Heart Drive Springville, AL 35120	Cassandra Taylor 205.640.8709
<b>Region V</b>	Moody Elementary School	89,376	1006 H.L. Blocker Circle Moody, AL 35004	Lance Cisco 205.640.2183
	Moody Middle School	77,889	696 High School Drive Moody, AL 35004	Jaime Giangrosso 205.640.2192

Site Area	School/Building	Sq. Footage	Address	Contact
Region V	Moody Jr. High School	62,185	600 High School Drive Moody, AL 35004	Joni Johnson 205.640.2042
	Moody High School	128,035	714 High School Drive Moody, AL 35004	Chris Walters 205.640.2302
	Moody Virtual Prep. Academy		2603 Moody Pkwy. Moody, AL 35004	Cassandra Taylor 205.640.8709

Prices should reflect the following for summer floor refinishing/carpet cleaning. Some or all of the schools will be selected for summer floor cleaning services. A schools may be put on a rotation schedule for summer floor cleaning for every other year. **ALL summer floor cleaning services must be completed ten (10) calendar days before the faculty and staff start date of the school year based on the board approved school calendar. This date can be found on the SCCBOE school website ([www.sccboe.org](http://www.sccboe.org) search: "school calendar")**

#### I. SUMMER FLOOR DUTIES SCHOOLS AND LUNCHROOMS

- A. All materials, labor, and equipment must be furnished by the successful bidder.
- B. All classrooms, administrative offices, AG classroom/office, band room/office, all bathrooms, cafeteria, library/offices, school labs, and hallways where applicable should be stripped and waxed.
- C. Floors are to be stripped with non-ammoniated stripper using an automatic scrubber and/or a rotary machine.
- D. As necessary, furniture and equipment should be moved and replaced.
- E. A minimum of five (5) coats of a 20% or higher commercial grade/polishing floor finish should be applied.
- F. Floors should be buffed to a high resilient shine.
- G. Non-skid wax must be used in all science labs at each water-bearing workstation.
- H. Unless otherwise approved by the building principal and/or Coordinator of Facilities all floors must be stripped and re-waxed no later than ten business days prior to the first day of school for teachers.
- I. The contractor is responsible for removing all items in each room or office. The contractor will remove items and setup each room in the original configuration when finished.

#### II. SUMMER CARPET CLEANING

- A. As necessary, furniture and equipment should be moved and replaced.
- B. All carpet should be cleaned with commercial grade equipment and shampoos.
- C. Heavily stained areas should be pretreated prior to general cleaning.
- D. Unless otherwise approved by the building principal and/or coordinator of facilities all carpets must be cleaned no later than ten business days prior to the first day of school for teachers

- E. The contractor is responsible for removing all items in each room or office. The contractor will remove items and setup each room in the original configuration when finished.



410 Roy Drive • Ashville, AL 35953  
(205) 594-7131 (205) 594-4441 Fax

Justin D. Burns  
Superintendent

Scott Suttle  
Board President

**BID PROPOSAL – FORM A  
BIDDER INFORMATION**

**Due Date: JUNE 23, 2023 @ 9:00 AM**

**Sealed Bids Mailed or Delivered to:**  
TRACI HIGGINS  
CHIEF SCHOOL FINANCIAL OFFICER, CSFO  
175 COLLEGE STREET  
ODENVILLE, AL 35120

**Bidder Information:**

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

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

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name, title, and signature of individual duly authorized to execute contracts:

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

Title: \_\_\_\_\_

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



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 (205) 594-7131 (205) 594-4441 Fax

Justin D. Burns  
 Superintendent

Scott Suttle  
 Board President

**BID SCC#22/23 – 12**  
**SUMMER FLOOR CLEANING**  
**BID PROPOSAL - FORM B**

Site Area	School/Building	Sq. Footage	Address	Bid Amount
<b>Region I</b>	Ashville Elementary School	40,554	33225 US HWY 231 Ashville, AL 35953	
	Ashville Middle School	54,486	33221 US HWY 231 Ashville, AL 35953	
	Ashville High School	58,436	33215 US Hwy 231 Ashville, AL 35953	
	SCCBOE – Central Office		410 Roy Drive Ashville, AL 35953	
	John Pope Eden Career Tech. Center	43,244	45 County Road 33 Ashville, AL 35953	
	Ruben Yancy Alternative School		466 10 <sup>th</sup> Street Ashville, AL 35953	
<b>Region II</b>	Steele Junior High School	34,836	105 McHugh Street Steele, AL 35987	
	Ragland Schools	87,071	1060 Main Street Ragland, AL 35131	
<b>Region III</b>	Odenville Elementary School	71,785	420 Alabama Street Odenville, AL 35120	
	Odenville Intermediate School	72,504	300 Burgess Drive Odenville, AL 35120	

Site Area	School/Building	Sq. Footage	Address	Bid Amount
<b>Region III</b>	Odenville Middle School	69,112	100 1 <sup>st</sup> Avenue Odenville, AL 35120	
	St. Clair County High School	147,480	16700 US HWY 411 Odenville, AL 35120	
	SCCBOE - Annex		175 College Street Odenville, AL 35120	
	Bus Shop		176 Old Springville Rd Odenville, AL 35120	
<b>Region IV</b>	Margaret Elementary School	72,897	200 Mustang Drive Odenville, AL 35120	
	Springville Elementary School	77,097	75 Wilson Street Springville, AL 35146	
	Springville Middle School	113,410	6691 US HWY 11 Springville, AL 35146	
	Springville High School	120,920	8295 US HWY 11 Springville, AL 35146	
	Springville Virtual Prep. Academy		160 Purple Heart Drive Springville, AL 35120	
<b>Region V</b>	Moody Elementary School	89,376	1006 H.L. Blocker Circle Moody, AL 35004	
	Moody Middle School	77,889	696 High School Drive Moody, AL 35004	
	Moody Jr. High School	62,185	600 High School Drive Moody, AL 35004	
	Moody High School	128,035	714 High School Drive Moody, AL 35004	
	Moody Virtual Prep Acad.		2603 Moody Pkwy. Moody, AL 35004	



# 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 FOR 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 units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
  No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
  No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER



2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

*By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading 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.*



**AFFIDAVIT OF ALABAMA IMMIGRATION OF COMPLIANCE  
BY A 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 TAXPAER 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 of 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 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 director 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 \_\_\_\_\_ 20\_\_\_\_.

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



410 Roy Drive ● Ashville, AL 35953  
(205) 594-7131 (205) 594-4441 Fax

Justin D. Burns  
Superintendent

Scott Suttle  
Board President

**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:** Contract 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 to continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or 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 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 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



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(205) 594-7131 (205) 594-4441 Fax

Justin D. Burns  
Superintendent

Scott Suttle  
Board President

**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, communications or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP) or Invitation to Bid (ITB).
- (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 or 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.
- (5) \_\_\_\_\_ 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  
(Name of Firm)

that 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.

**NON-COLLUSION AFFIDAVIT (CONT'D)**  
**SIGNATURE PAGE**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**Exhibit A -Bid Bond Sample**  
**BID BOND – Sample - (Bid Bond Required with Bid Submittal)**

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned, \_\_\_\_\_ as Principal and \_\_\_\_\_, a \_\_\_\_\_ duly organized under the laws of the State of \_\_\_\_\_ as Surety, are hereby held and firmly bound unto The St. Clair County Board of Education as Oblige in \$5,000.00 for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

**WHEREAS,** the above-named Principal submitted a bid for \_\_\_\_\_.

**NOW, THEREFORE,** (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute The St. Clair County Board of Education Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal's Bid, or fail to execute The Township-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

**Exhibit B – PERFORMANCE/PAYMENT BOND (Sample)**

\_\_\_\_\_, as principal, hereinafter call the CONTRACTOR, and \_\_\_\_\_, as surety, with general offices in \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Alabama, are hereby bound unto St. Clair County Board of Education, as obligee, in the sum of 100% of the value of the Contract amount in United States currency, for the payment of which sum the CONTRACTOR and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. **WHEREAS**, the CONTRACTOR has entered into a written contract with the Township dated January 1, 2022, for Custodial Services in accordance with plans and specifications referenced in the Contract associated with the BID 22/23 12– SYSTEM WIDE – FULL CUSTODIAL SERVICES.

**NOW THEREFORE**, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactory perform the Contract for thirty-six (36) months, then this bond shall be null and void; otherwise, the surety shall pay the full amount of this performance bond. In addition, if the CONTRACTOR or his subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such CONTRACTOR or his subcontractor in performance of the Contract or shall fail to duly pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work, then the surety shall pay the same in an amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

**THE UNDERSIGNED SURETY** for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract to be performed thereunder or of the specifications of the contract documents shall in any way affect its obligations on this bond and the surety does hereby waive notice of any such extension of time, change, addition, or modifications.

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

BY: \_\_\_\_\_  
(Contractor)

ATTEST:

BY: \_\_\_\_\_  
(President)

By: \_\_\_\_\_  
(Surety Company)

By: \_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(Attorney-in-Fact)





410 Roy Drive • Ashville, AL 35953  
(205) 594-7131 (205) 594-4441 Fax

Justin D. Burns  
Superintendent

Scott Suttle  
Board President

### BID SUBMISSION CHECKLIST

MAILING ENVELOPE HAS BEEN ADDRESSED TO:

ST CLAIR COUNTY BOARD OF EDUCATION  
ATTN: TRACI HIGGINS, CSFO  
175 COLLEGE STREET  
ODENVILLE, AL 35120

MAILING ENVELOPE MUST BE SEALED AND MARKED IN THE LOWER LEFT CORNER WITH:

- BID TITLE
- BID OPENING DATE AND TIME
- BID IDENTIFICATION

**Each bidder must include the following items with the bid:**

- BUSINESS LICENSE
- PROOF OF INSURANCE POLICY
- BID PROPOSAL FORM A – BIDDER INFORMATION
- BID PROPOSAL FORM B – BID PROPOSAL(S)
- DISCLOSURE STATEMENT
- AFFIDAVIT OF ALABAMA IMMAGRATION COMPLIANCE
- NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS
- NON-COLLUSION AFFIDAVIT
- BID BOND
- E-VERIFY MEMORANDUM OF UNDERSTANDING
- W-9

**I attest that the above listed documents are included in this packet and the packet is annotated as outlined above:**

**Signature of Authorized Company Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_