



175 College St  
 Odenville, AL 35120  
 (205) 594-7131

**Mike Howard**

**Scott Suttle**

SUPERINTENDENT

PRESIDENT

**INVITATION TO BID SCC#19/20-02BOE**

**Daily School Year Operations**

**February 17, 2020**

**Description**

The St. Clair County Board of Education invites you to bid on school custodial services to include: Daily School Year Operations (evening porter) at Moody High School.

**Location of Work:**

Moody High School	714 High School Drive Moody, AL 35004	Mr. Chris Walters	(205)640-5127

**Scope of Work**

- The contract for full service cleaning to begin March 18, 2020 upon Board Approval and end ten business days after the last day of school.
- This contract is renewable for up to four (4) additional years. Renewal will require signatures of both parties.
- All materials (excluding garbage bags, paper towels, toilet paper, and hand soap) including labor and equipment to satisfactorily complete the job must be furnished by the successful bidder.
- The contractor, within reason, must adjust the type or frequencies of service at any time that is necessary in order to maintain a clean building as viewed by the school administrator, owner, etc.
- The principal shall have discretion to interrupt normal operating procedures should a conflict arise in convenience or safety.
- The duties and assignment of responsibilities will be made by the local principal, as necessary, to maintain a safe and healthy environment.
- The bidder shall complete a thorough inspection and be familiar with the work to be performed and the areas to be maintained. For specific information and/or to set up a time for a school walk through, please contact the each school principal (list above). Any questions regarding the scope of work shall be directed to Jeremy Mitchell, Operations Director by email at [jeremyw.mitchell@sccboe.org](mailto:jeremyw.mitchell@sccboe.org) or by phone at 205-629-6277.

### **Daily School Year Operations**

Prices should reflect the following for daily operations (Monday-Friday). Specific daily work start and end times will be agreed upon by the principal and successful bidder.

- One (1) 4-6 hr. afternoon/evening porter must be provided and priced accordingly.
- All classrooms, offices, and hall floors should be swept and scrubbed based on schedule agreed upon with the school administrator.
- Gym floors and offices swept/mopped weekly; where applicable, locker rooms should be swept/mopped weekly.
- Carpets throughout the school vacuumed daily.
- Entrance mats swept or vacuumed daily.
- All waste receptacles emptied and trash bags carried to dumpster daily.
- Outdoor trash cans emptied in dumpster daily.
- Where applicable, stairwells swept and cleaned daily.
- Special attention should be given to fountains, glass, walls and entrance areas.
- Where applicable, burnish/polish hallway floors once weekly and/or during special school events.
- Weekly mopping of classrooms and additional spot mopping as needed based upon scheduling agreed upon by school administrator.
- All restrooms cleaned and sanitized, including restrooms in office, in teacher workrooms, and in gym area cleaned daily at specified times assigned by school principal.
- Dust tops of lockers, window sills in entrance areas, and ledge around glass in offices, fire extinguishers boxes, trophy cases and thermostat boxes in hallways, classrooms, gym, and heaters in hallways.
- Where applicable, concession stand area cleaned and sanitized.
- Sinks and counters in labs and workrooms cleaned.
- Outside entrance area of school swept daily.
- Keep custodial closets neat, organized and drains free of debris.
- Additional school specific needs may be requested by the principal.

### **Background Check of Employees**

- 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.
- The type, frequency, and extent of the background check will be subject to specifications of the St. Clair County Board of Education.

### **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 signed Non-Collusion Affidavit

### **Directions for Submitting Bids and Bid Opening**

- The opening of bids will be at the St. Clair County Board of Education Annex 175 College St Odenville, AL 35120 Alabama.
- Bids are to be submitted in a sealed envelope with "SCC#19/20-02BOE" clearly marked on the outside of the envelope.
- Sealed bids must be submitted by February 28, 2020 at 9:00 A.M.
- All bids shall be typewritten or in ink on the forms contained in the 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 may not be considered and may 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 for a period of sixty (60) days from the date of the bid opening.
- All bids must be submitted on forms provided.

### **Method of Award**

- 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.
- 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 may be required to ensure compliance and capability of responsible bidder to complete requirements of the bid.
- In the event the low bidder refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder.
- The winning bidder will be determined for each site 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.
- In the event that 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.
- The St. Clair County Board of Education reserves the right to reject any and/or all bids.

### **Termination**

- The St. Clair County Board of Education maintains the right to terminate this agreement if the successful bidder breaches any material term or condition of this agreement and fails to cure such breach in a reasonable amount of time.
- 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 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.
- Termination shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

### **Duration of Bid**

- Prices offered on the bid proposal shall be firm for the specified period of February 28, 2020 to June 11, 2020.
- Upon mutual agreement, the St. Clair County Board of Education and the contractor may extend the contract for up to four (4) additional years.
- 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.

### **Pre-Proposal Inspections**

- All proposals are awarded with the understanding that the contractor is acquainted with all of the requirements of the service agreement.
- The contractor shall be aware of the conditions of the schools, obstructions, elevations and other factors necessary for carrying out the work.
- 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.
- No allowances or extra payment will be made to a Contractor due to error or oversight on the part of the Contractor.
- On site pre-inspections should be coordinated with the building principals.

### **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

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.

### **Cash Allowances**

This agreement contains no provision for cash allowance or advances.

### **Payments**

- Invoices for work completed shall be presented to the building principal or designee at each school for approval of completed services.
- If the services are deemed satisfactory then the principal or designee will indicate such by his/her signature on the invoice.
- The vendor will then submit the signed invoice to the accounts payable office.
- Invoices are generally paid within two weeks of receipt.

### **Sales Tax**

The St. Clair County Board of Education is a tax-exempt entity.

### **Contractor's Responsibilities**

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

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

### **Uninterrupted Services**

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.

### **Standard of Quality**

- 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.
- 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 correction made as necessary to ensure conformity shall be immediately instituted.
- 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.

### **Non-discrimination**

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.

### **Contact**

Bidders are encouraged to contact Jeremy Mitchell, Director of Operations by email at [jeremyw.mitchell@sccboe.org](mailto:jeremyw.mitchell@sccboe.org) or by phone. Office: 205-629-6277 or Cell: 205-368-6088.

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

Jeremy Mitchell  
Director of Operations  
BID SCC#19/20-02BOE  
175 College St  
Odenville, AL 35120



**BID # 19/20-02BOE PROPOSAL FORM A—BIDDER INFORMATION**

**Full Custodial Services**

**February 17, 2020**

**Due Date:**

**February 28, 2020 at 9:00 a.m.**

**Sealed Bids Mailed or Delivered To:**

Jeremy Mitchell  
Operations Director  
Bid#19/20-02BOE  
175 College St  
Odenville, AL 35120

**Bidder Information:**

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

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

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

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

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

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

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

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

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

- PROPOSAL FORM A—BIDDER INFORMATION
- PROPOSAL FORM B—BID PROPOSALS
- 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



**BID SCC#19/20-02BOE**  
**PROPOSAL FORM B—BID PROPOSAL**

<b>Daily School Year Operations</b>	
Moody High School	
<b>TOTAL</b>	

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Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**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





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

**Mike Howard**  
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:** 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 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 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 (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 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.

(5) \_\_\_\_\_ its affiliated, subsidiaries, officers, directors, and  
(Name of Firm)

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 the  
(Name of Firm)

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