

Superintendent
Chris Hand

Assistant Superintendent
Taylor Leathers



Board of Education
President. Jackie Witt
Vice-President. Steve Stayton
Thomas Burgess Jarrod Johnson
Ricky Saint David Yarber

COLBERT COUNTY SCHOOLS

August 8, 2024

BID # 24-08

“Substitute Teachers and Non-Instructional Staffing Services”

Sealed bids for **“Substitute Teachers and Non-Instructional Staffing Services”** for use in Colbert County Schools will be received by the Colbert County Board of Education at its Central Office at 425 US-72 West, Tuscumbia, AL 35674 until 2:00 p.m. Friday, August 16, 2024, at which time they will be publicly opened and read.

The specifications and bid information attached should be read carefully. On the final page, you must enter your bid, sign, and have notarized. If the document is not submitted as requested, it may be such that we cannot classify this offer as a legitimate bid.

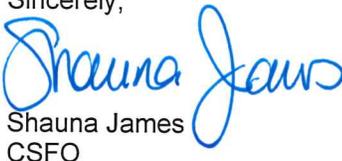
Alabama Laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama; the business or entity must provide documentation of enrollment in the E-Verify program (if applicable). More information regarding these new requirements may be found under Section XII in this bid document titled “Alabama Immigration Law”.

There will be no bid bond required for this bid.

Should any single provider not be able to supply all of the services requested in this Bid, the District reserves the right to award portions of this contract to more than one Bidder. Multiple contracts would be issued based upon the District receiving the best services at the lowest effective cost. The Colbert County Schools Board of Education reserves the right to reject any/and/or all bids and to waive informalities in awarding this bid.

Interested parties should review the materials included and pay close attention to key deadlines and required documents. Questions regarding specifications for this bid should be directed to Shauna James, CSFO, via email – sjames2@colbertk12.org.

Sincerely,


Shauna James
CSFO

BID # 24-08

Substitute Teachers and Non-Instructional Staffing Services

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE REFERENCE. ONCE AWARDED THIS IS YOUR CONTRACT DOCUMENT.

Bid Opening Date: **August 16, 2024**

Bid Opening Time: **2:00 p.m.**

Bid must be delivered to: Colbert County Board of Education
Attn: BID # 24-08
425 US-72 West *(if delivered in person)*
Tuscumbia, AL 35674

Late bids will not be opened.

Delivering bids to other locations within the Colbert County School system for forwarding to the Central Office is not acceptable.

Check online for modifications to bid. Notices will be posted, not mailed. It is your responsibility to check this site daily until the deadline for changes 48 hours prior to bid opening. <https://www.colbertk12.org/Page/136>

I. GENERAL INFORMATION

- A. All bidders must use our form for submitting their bid.
- B. All bids must be sealed and marked in the lower left-hand corner “**Substitute Teacher and Non-Instructional Staffing Services**” with bid number **24-08**, opening time and date. Late bids will not be opened.
- C. The Colbert County Schools Board of Education (System) is tax exempt under State and Federal law. Bids will not include State Sales Tax, Federal Excise Taxes or any other fee.
- D. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
- E. Although the System is seeking bids on specific services, the use of trade names should be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

II. 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 sign or notarize the bid document.
- C. Failure to include requested information or other details of the bid.
- D. Excessive errors.
- E. Failure to have an original signature on the bid form, a faxed copy is not acceptable.

III. SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to contract with qualified firm(s) or individual(s) to perform in accordance with bid requirements and specifications to provide Colbert County Schools Substitute Teachers and Non-Instructional Staffing Services as indicated and specified below.

- A. **EVALUATION SCHEDULE:** The bids will be initially evaluated for conforming to the requirements of the Bid.
- B. **TERMS OF AWARD(S):** It is the intent of the school district to issue a contract for the period as indicated in the scope of services. Awards will not be made based on price alone.
- C. Any deviations from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the vendor's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the vendor's formal bid. For the absence of any statements of deviation or exception, the bid shall be accepted as in strict compliance with all terms and conditions.
- D. If a vendor receives a bid award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in the Request for Bids, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next responsible bidder that meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, vendor must pick up item immediately, and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be rescheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.
- E. **PRICE CLAUSES:** Prices shall be firm for the initial term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the bid. Your firm is to indicate the cost of each service.
- F. **EVALUATION:** Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be most advantageous to Colbert County Schools.

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

- Qualifications of the Bidder, financial and otherwise, to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
- District's assessment of the Bidder's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered, that exceed the requirements, or the bidder's inability to meet some of the requirements of the specifications.
- Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- Past performance of work with other school districts of similar size.
- Information obtained by the District from Bidder's references or other clients.
- Responsiveness of the bid in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

G. BILLING: The successful bidder is to provide a weekly statement of the services provided and be able to incorporate Colbert County Schools Board of Education General Ledger numbers into invoices and software.

IV. TERM; TERMINATION

It is the intent of the District to award a multi-term contract, beginning from the time of award through 12 (twelve) months. Providing funds are appropriated to support continuation of performance in a subsequent fiscal period, the contract may, by mutual agreement between the awarded firm/person and Colbert County Schools District, may be extended on an annual basis up to two (2) additional one-year contracts. Contract renewal will also be based on the performance of successful bidder and what is in the best interest of Colbert County Schools District.

The term of this Agreement begins as of the date first shown above and will continue in effect until cancelled by either party upon not less than thirty (30) days prior written notice to the other. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

V. PROPRIETARY/ CONFIDENTIAL INFORMATION

Each bidder is to indicate in his or her bid if anything is proprietary or confidential in nature.

VI. INFORMATION ABOUT OUR DISTRICT

The Colbert County District consists of 8 schools, K-12. Enrollment is currently 2,500 students with moderate growth predicted for the next several years.

VII. INCLUDE WITH YOUR BID THE FOLLOWING INFORMATION AS "EXHIBIT B":

- A. Length of time your firm has been in business under their current name.
- B. Length of time your firm has been doing business in Alabama. A local presence is required.
- C. Length of time your firm has been providing services offered to schools.
- D. All bidders must demonstrate the willingness and capability of services as specified within this RFP.
- E. All bidders must include a list of three (5) schools for references that have used this vendor's services and the time period used. Any customer listed for reference must be currently operating under an identical or substantially similar service to the proposed. For each reference indicate name of the district, address, contact person, telephone number and date the service began.

VIII. REGISTERED SEX OFFENDER RESTRICTION

Pursuant to this Bid, the successful bidder by acceptance of award and a purchase order, agrees by acceptance, that no employee of the successful bidder or a sub contractor of the successful bidder, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The successful bidder further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at the District's discretion.

IX. OVERVIEW OF SERVICE EXPECTATIONS

Successful Bidder must be able to manage substitute teachers and after school programs, as well as non-instructional staff such as custodians, cafeteria workers, administrative assistants and school nurses. Such a program should contain automated scheduling as well as absentee fills.

Successful bidder will be the employer of Assigned Employees and will be responsible for the staffing services listed below.

1. Recruit, select, train and hire assigned employees.
2. Place assigned employees according to Customer's Requirements in any one or more of The Colbert County Schools' schools or administrative offices.
3. Pay assigned employees their wages and provides optional benefits.
4. Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA).
5. Provide workers' compensation benefits and coverage for assigned employees.
6. Maintain assigned employees personnel and payroll records related to their employment.
7. Comply with laws, rules or regulations applicable to providers.
8. Require employees to agree when writing to protect the confidentiality of district's proprietary information.
9. Require assigned employees to execute agreements that customer requests with regard to intellectual property developed by them in performance of their work for customer.
10. Require assigned employees to acknowledge in writing that they have no right to participate in customers employee benefit plans
11. Require assigned employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security); and
12. Make legally required employment law disclosures to assigned employees.

X. SCREENING REQUIREMENTS*

- A. Bidder will provide screening requirements for substitute non-instructional personnel to comply will all Alabama state requirements and local school district screening requirements. (See Alabama Administrative Code 290-3-2 and 290-3-2.03.)
- B. All applicants for substitute non-instructional positions in public or private schools in Alabama must submit to a fingerprint background check through the Alabama Bureau of Investigation and the Federal Bureau of Investigation.
- C. Bidder will comply with the school district's local screening requirements for substitute teachers and non-instructional personnel including criminal background check requirements.
- D. Employee Eligibility Verification
Each contractor shall warrant compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program. The contractor shall acknowledge that a breach of the warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.

*Additional information regarding Alabama non-instructional personnel screening requirements, visit the Alabama Department of Education's website at www.alsde.edu, or call 334-242-9935.

XI. JOB DESCRIPTION SPECIFICATIONS

Instructional

Substitute Teacher – non-certified

Substitute Teacher – certified

Substitute Teacher – certified long-term (more than 21 days)

Non-Instructional Personnel Anticipated as Follows;

Nurse: RN/LPN

Custodian: High school, elementary school

Para-Professional: High school, elementary school

Child Nutrition Program worker: High school, elementary school

XII. ALABAMA IMMIGRATION LAW

- A. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act includes several sections that affect the financial operations of Alabama School boards.
- B. Effective April 1, 2012, every business entity or employer doing business in Alabama is required to enroll in E-Verify* and follow the related federal law and regulations for verifying the employment eligibility of newly hired employees using the E-Verify program. {See Section 31-13-15(b)}

**If you are an out-of-state employer with NO EMPLOYEES located in the State, then registration in E-Verify is not required, but a statement to such is required.*

- C. Two other sections of the law require business entities and employers with one or more employees working in Alabama to utilize the E-Verify program for newly hired employees as a condition of a contract, grant, or incentive awarded by a public entity on or after January 1, 2012 through the competitive bidding process. {See Section 31-13-9(a) & (b) and Section 31-13-25(b)}.
- D. Alabama laws (see Title 31, Chapter 13 of the Code of Alabama 1975) require that, as a condition for the award of a contract* by a school board to a business entity or employer with one or more employees working in Alabama; the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

**Act 2012-491 defines the term contract as, "...a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid ..."*

- E. If you have not previously supplied evidence of compliance with the Alabama Immigration Law to Colbert County Schools you will need to submit evidence with your bid response through the completion of Exhibit A and any necessary attachments.

Submission

Be sure you have read this bid carefully. Be sure to provide all additional information requested.

Failure to include information in your package may result in your proposal being rejected.

If you have any questions regarding any requirement, including the Alabama Immigration Law requirement, you must contact us for clarification. If you notice errors in the bid, you must contact us 72 hours prior to bid opening so that corrections can be posted for all bidders.

Exhibits A & B **must** be included in your bid package.

Use the Following Methods of Delivery

Mailing Address

COLBERT COUNTY BOARD OF EDUCATION
ATTN: BID #24-08 "NON-INSTRUCTIONAL STAFFING SERVICES"
P O BOX 538
TUSCUMBIA, AL 35674

Street Address

COLBERT COUNTY BOARD OF EDUCATION
ATTN: BID #24-08 "NON-INSTRUCTIONAL STAFFING SERVICES"
425 US-72 WEST
TUSCUMBIA, AL 35674

Note: Late bids will not be opened and will be disqualified.
Please put Bid Number 24-08 on outside of mailing envelope.

COLBERT COUNTY BOARD OF EDUCATION
BID # 24-08
INSTRUCTIONAL AND NON-INSTRUCTIONAL STAFFING SERVICES

THE UNDERSIGNED OFFERS THESE PRICES AND TERMS AS PER BID SPECIFICATIONS. BY SIGNING THIS FORM, HE/SHE SWEARS/AFFIRMS THAT HE/SHE HAS NOT BEEN A PARTY TO AGREEMENTS OR COLLUSION THAT WOULD RESTRAIN COMPETITION.

THE PRICING REFLECTED BELOW SHALL BE WITHOUT FINGERPRINTING, BACKGROUND CHECKS.

ITEM NUMBER	DESCRIPTION	PAY RATE	MARK UP	BILL RATE
1	Substitute Teacher – non-certified			
2	Substitute Teacher - Certified			
3	Substitute Teacher – Long Term			
4	RN			
5	LPN			
6	CNP			
7	Custodian			
8	Para-Professional			
9	SPED Paraprofessional			
10	In Person Tutors/ESL			

INDICATE ADDITIONAL COSTS TO BE ADDED FOR:

1. **Fingerprinting and background checks:**

2. **Drug Screening:**

OFFER AND ACCEPTANCE

The undersigned hereby offers and agrees to furnish the services in compliance with all terms, conditions, specifications and amendments in the Bid.

Company: _____

Federal Employee Identification #: _____

Address: _____

This ___ day of _____ 2024

Telephone Number: _____

Notary Public

Name (Print or type): _____

Title: _____

Signature: _____

Email: _____

THIS BID MUST BE NOTARIZED.

THIS IS YOUR CONTRACT WITH THE COLBERT COUNTY BOARD OF EDUCATION.

The contractor has been cautioned not to commence any billable work or to provide any service under this contract until Contractor receives a purchase order or written notice to proceed.

The Superintendent hereby executes this bid: _____ Date _____
Mr. Chris Hand, Superintendent

Colbert County Board of Education Minutes: Volume No.: _____ Page No.: _____

EXHIBIT A
ALABAMA IMMIGRATION LAW COMPLIANCE NOTIFICATION

All Vendors wishing to submit bids must be able to provide the Colbert County School System with evidence of their compliance with the Alabama Immigration Law as described in Section XII of this bid.

Please respond to the following and submit this form with your bid.

_____ I have read and understand the expectations for materials which will demonstrate compliance with the Alabama Immigration Law.

_____ I understand that any award is contingent upon receipt of all materials necessary that demonstrate compliance.

_____ This company has no operations or employees within the state of Alabama, therefore the Alabama Immigration Law requirements do not apply. However, should this company be awarded this contract and should this company later employ individuals in the state of Alabama, this company will comply with and submit all necessary documentation for compliance with this law.

Or

_____ This company has already submitted all necessary documents to the Colbert County School System Accounting Department which verify compliance with the Alabama Immigration Law.

Or

_____ This company meets the requirements for compliance with the Alabama Immigration Law and has included the necessary materials within this bid response.

Company: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Name (Print or type): _____

Title: _____

Signature: _____

Failure to properly execute the above exhibit must be considered grounds for rejecting this bid.

EXHIBIT B

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

As is outlined in Section V of the Bid Specifications, please address the following questions.

1. The length of time your company has been doing business under its current name.

2. The length of time your company has been doing business in the State of Alabama.

3. The length of time your company has been conducting business with school systems.

4. In the space below, please indicate your company's warranty or guarantee as it relates to the services under this bid.

5. In the space below, please indicate your company's billing policy.

EXHIBIT B (Continued)

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

6. Please provide five (5) current Alabama references that we may contact. All fields must be complete.

1. Company: _____
Address: _____

Contact Person: _____
Phone #: _____ Email: _____
Date service began: _____

2. Company: _____
Address: _____

Contact Person: _____
Phone #: _____ Email: _____
Date service began: _____

3. Company: _____
Address: _____

Contact Person: _____
Phone #: _____ Email: _____
Date service began: _____

4. Company: _____
Address: _____

Contact Person: _____
Phone #: _____ Email: _____
Date service began: _____

5. Company: _____
Address: _____

Contact Person: _____
Phone #: _____ Email: _____
Date service began: _____

ADDITIONAL COMMENTS THAT YOU WOULD LIKE TO MAKE / MAKE US AWARE OF: