



Brenda Coley
Superintendent

RUSSELL COUNTY BOARD OF EDUCATION

506 14TH STREET
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PHENIX CITY, AL 36868-0400
TELEPHONE: (334)468-5540 FAX: (334)448-8314
<https://myrcsd.org/>

Kenneth Barnes
Meghan Catrett
Barbara Clark
Keith Mitchell
Timothy Simpson
Chelsea Smith
Patricia Smith

September 11, 2025

BID # 25-007

Russell County School District Paving Projects

Sealed bids for the **Russell County School District Paving Projects** at Oliver Elementary School and Russell County High School will be accepted beginning September 11, 2025, through September 26, 2025.

All bids must be received no later than **4:30 p.m. EST on September 26, 2025**.

The bid opening will take place at **506 14th Street, Phenix City, Alabama 36868** on September 30, 2025, at **2:00 p.m. EST**, at which time all bids will be publicly opened and read aloud.

The specifications and bid information attached should be read carefully. On the final page, you must enter your bid and sign. If the document is not submitted as requested, it may be such that we cannot classify this offer as a legitimate bid. Envelopes containing bids must be sealed. **BIDS MUST BE MAILED OR HAND DELIVERED ONLY.** There will be a mandatory Pre-Bid Walk Through to visit all sites on Monday, September 22nd @ 10:00 a.m. (EST). Please report to Oliver Elementary School located at 77 Longview Street, Seale, AL 36875. Bidders are required to attend. Bidders will travel to Oliver and Russell County High School campus to discuss scope of work. A map is provided in the enclosed bid specification package.

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".

The Russell County 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 Robert Oliver, CSFO, via email oliverr@russellcsd.net or Jerome Battle, Maintenance Director, via email battlej@russellcsd.net.

Sincerely,

Robert Oliver

Robert Oliver
CSFO



Attachments

SCOPE OF SERVICE

SPECIFICATIONS FOR:
OLIVER ELEMENTARY SCHOOL - RESURFACE PARKING LOT

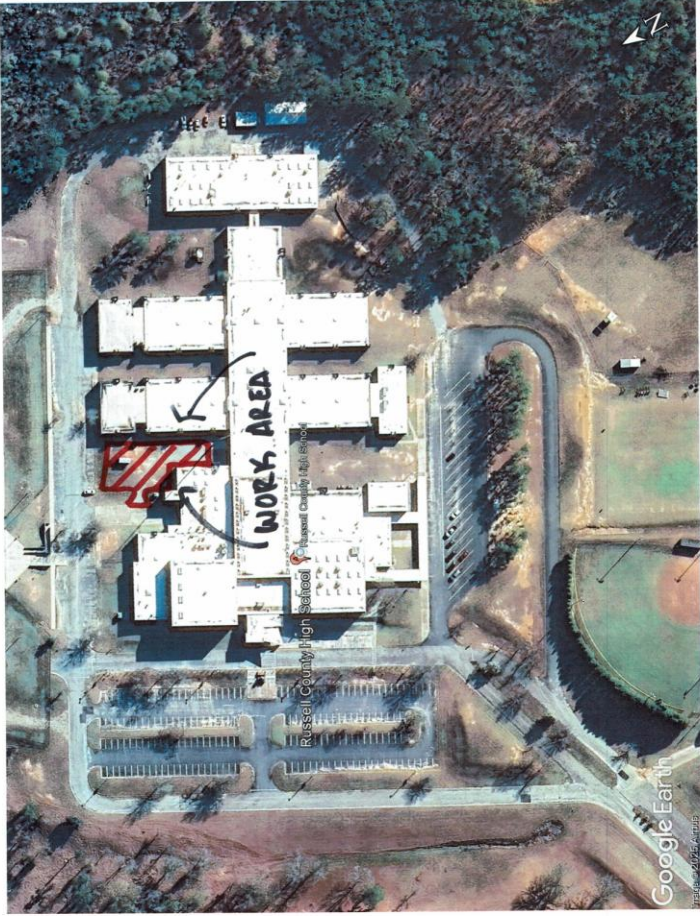
Item :	Description
1	YELLOW AREA
	SEE ATTACHED GOOGLE EARTH PHOTO FOR WORK AREA
	A) RESURFACE ASPHALT PARKING LOT
	1) CLIP EDGES
	2) MILL ASPHALT DOWN 1.5" AT CONCRETE TIE-INS WHERE THE NEW ASPHALT MUST BE FLUSH THIS WILL ENSURE THE NEW ASPHALT IS NOT A TRIP HAZARD
	3) SWEEP OR BLOW CLEAN PARKING LOT
	4) APPLY TACK COAT (0.10 GAL / SQ YD)
	5) FURNISH, PLACE AND COMPACT ASPHALT LEVELING AS NEEDED
	6) FURNISH, PLACE AND COMPACT 1.5" ASPHALT SURFACE (AVG THICKNESS COMPACTED)
	B) INSTALL PAINTED PAVEMENT MARKINGS TO MATCH EXISTING
	1) MATERIAL WILL MEET FEDERAL SPECIFICATION TTP-1952
2	BLUE AREA
	SEE ATTACHED GOOGLE EARTH PHOTO FOR WORK AREA
	A) RESURFACE ASPHALT PARKING LOT
	1) CLIP EDGES
	2) MILL ASPHALT DOWN 1.5" AT CONCRETE TIE-INS WHERE THE NEW ASPHALT MUST BE FLUSH THIS WILL ENSURE THE NEW ASPHALT IS NOT A TRIP HAZARD
	3) SWEEP OR BLOW CLEAN PARKING LOT
	4) APPLY TACK COAT (0.10 GAL / SQ YD)
	5) FURNISH, PLACE AND COMPACT ASPHALT LEVELING AS NEEDED
	6) FURNISH, PLACE AND COMPACT 1.5" ASPHALT SURFACE (AVG THICKNESS COMPACTED)
	B) INSTALL PAINTED PAVEMENT MARKINGS TO MATCH EXISTING
	1) MATERIAL WILL MEET FEDERAL SPECIFICATION TTP-1952



**SPECIFICATIONS FOR
 RUSSELL COUNTY HIGH SCHOOL - GRADE, BASE & ASPHALT PAVE
 TEACHER PARKING AREA & AREA AT FOOTBALL FIELD**

Item	Description
1	RED AREA - TEACHER PARKING AREA
	SEE ATTACHED GOOGLE EARTH PHOTO FOR WORK AREA
	A) GRADE AND COMPACT EXISTING EXCESS GRASS/TOPSOIL/LOOSE STONE WILL BE HAULED OFF-SITE
	B) FURNISH, PLACE, GRADE AND COMPACT UP TO 152 TONS ADDITIONAL ROCK BASE
	C) FURNISH, PLACE AND COMPACT 2" ASPHALT SURFACE (AVG THICKNESS COMPACTED)
	D) APPLY TACK COAT (0.10 GAL / SQ YD)
	E) FURNISH, PLACE AND COMPACT 3.5" ASPHALT SURFACE (AVG THICKNESS COMPACTED)
	F) LAYOUT AND INSTALL PAINTED PAVEMENT MARKINGS TO MAXIMIZE 1) MATERIAL WILL MEET FEDERAL SPECIFICATION TTP-1952
2	FIELD
	SEE ATTACHED GOOGLE EARTH PHOTO FOR WORK AREA
	A) GRADE AND COMPACT EXISTING EXCESS GRASS/TOPSOIL/LOOSE STONE WILL BE HAULED OFF-SITE
	B) FURNISH, PLACE, GRADE AND COMPACT UP TO 140 TONS ADDITIONAL ROCK BASE
	C) FURNISH, PLACE AND COMPACT 2" ASPHALT SURFACE (AVG THICKNESS COMPACTED)
	D) APPLY TACK COAT (0.10 GAL / SQ YD)
	E) FURNISH, PLACE AND COMPACT 2" ASPHALT SURFACE (AVG THICKNESS COMPACTED)





REFERENCES OF CURRENT CUSTOMERS (3)

Not required by those currently providing service to Russell County School District

Customer Name: _____

Contact Name and Number: _____

Customer Name: _____

Contact Name and Number: _____

Customer Name: _____

Contact Name and Number:--

BID # 25-007
Russell County School District Paving Projects

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

Bid Opening Date: **Tuesday, September 30, 2025**

Bid Opening Time: **2:00 p.m. (EST)**

Bid must be delivered to: Russell County Board of Education

Attn: Robert Oliver - BID # 25-007

Physical Address: 506 14th Street Phenix City, AL 36868

Mailing Address: 506 14th Street / P.O. Box 1379 Phenix City, AL 36867

Late bids WILL NOT BE OPENED.

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

I. REQUIREMENTS

- 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 “**Russell County School District Paving Projects**” with bid number **25-007**, opening time and date. **Late bids will not be opened.**
- C. The bid packets must be turned in no later than **September 19th by 4:30 p.m. (EST)**
- D. acceptable except in small tight areas.

- E. All Bidder(s) shall at their own expense, obtain all necessary permits and licenses and shall comply with all applicable local, state, and federal laws, codes, ordinances, rules, and regulations necessary for the full execution of the requirements stated herein. Bidders shall maintain all such permits, licenses, and compliances in a current status throughout the course of the contract.
- F. Successful Bidder(s) shall provide proof of a current Certificate of Insurance (COI) as evidence of the required types of insurance and minimum liabilities before starting project. COI can be provided to Chief Financial Officer, Robert Oliver.
- G. The Russell County 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.
- H. 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.
- I. 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 seal the envelope containing the bid.
- B. Failure to mark envelope as required.
- C. Failure to sign the bid document.
- D. Failure to include requested information or other details of the bid.
- E. Excessive errors.
- F. Failure to have an original signature on the bid form, a faxed or emailed copy is not acceptable.
- G. Failure to provide E-Verification, and or Statement that informs the school district that all employees do not work within the state of Alabama. **(EXHIBIT A)**
- H. We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award. **(EXHIBIT D)**

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 quality fencing and installation of the product.

- A. **EVALUATION SCHEDULE:** The bids will be initially evaluated for conforming to the requirements of the Bid.
- E. **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.
- F. 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.

- G. 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 the 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.
- H. 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.
- I. 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 Russell 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 our school district or other school districts.
- 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 bid.

- J. BILLING: Upon completion of the project and approval by school officials, the bidder awarded the contract must bill the Russell County Board of Education promptly, and must reference proper purchase order number.

IV. TERM/ TERMINATION

It is the intent of the District to award a one-time contract based on the specifications of this bid.

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. 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.

VII. OVERVIEW OF SERVICE EXPECTATIONS

The project deadline will be determined by Jerome Battle, Maintenance Director. Quality services and products are expected. Upon completion, work must be inspected by Jerome Battle, Maintenance Director.

VIII. 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 the Russell County Board of Education, you will need to submit evidence with your bid response through the completion of Exhibit A and any necessary attachments.

IX. **INSURANCE REQUIREMENTS**

The successful Bidder shall provide the Purchasing Department a current Certificate of Insurance (COI) as evidence of the required types of insurance and minimum liabilities specified in EXHIBIT D - Insurance Requirements Form. Upon notice of award, the COI must be submitted to the Purchasing Department **within five (5) business days of being awarded the Bid**. Bidder will not be issued a purchase order or contract before receipt of a COI. Therefore, the Bidder shall not commence work on the project until after the Purchasing Department is in receipt of a current COI. The Board reserves the right to terminate any resulting contract if the Bidder fails to keep these policies in force for the specified amounts or for the duration of the contract term.

Submission

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

A project site visit is required during one of the two days noted on the cover letter.

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 via email. 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 through C must be included in your bid package. If granted the Bid, you will have 5 business days to provide EXHIBIT D

Use the Following Methods of Delivery

Mailing Address

RUSSELL COUNTY BOARD OF EDUCATION
ATTN: **BID #25-007** "Russell County School District Paving Projects"
P.O. BOX 400
Phenix City, AL 36867

Street Address

RUSSELL COUNTY BOARD OF EDUCATION
ATTN: **BID #25-007** "Russell County School District Paving Projects"
506 14th Street
Phenix City, AL 36868

**Note: Late bids will not be opened and will be disqualified.
Please put Bid Number **25-007** on outside of mailing envelope.**

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: _____

Telephone Number: _____

Name (Print or type): _____

Title: _____

Signature: _____

Email: _____

Bid Amount: \$ _____

(Price must be all inclusive of services being rendered; NOT subject to change.)

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

***The contractor is not to commence any billable work or provide any service under this contract until Contractor receives a purchase order or written notice to proceed*

EXHIBIT A ALABAMA IMMIGRATION LAW COMPLIANCE NOTIFICATION

****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 on this form, or on a separate piece of paper.***

Please initial ALL that are applicable to you. Forms that are not initialed where applicable will NOT be considered for the bid.

All Vendors wishing to submit bids must be able to provide the Russell 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 Russell 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: _____

EXHIBIT B U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s) (please print)

Signature Date

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, continued

Instructions for Certification

- a. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form in accordance with these instructions.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into a transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "Voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to whom this proposal is being submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows

that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person, in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

EXHIBIT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 1. Abide by the terms of the statement; and
 2. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted –

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code)

Check () if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Par 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, SW (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT/AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**EXHIBIT D
INSURANCE REQUIREMENTS**

Throughout the term of this contract and for applicable statutes of limitation periods, Bidder shall maintain in full force and effect, the insurance coverage set forth in this Bid. Additional insurance requirements omitted may be requested and if so, will be incorporated into the terms and conditions of the contract with the successful Bidder.

All insurance policies shall be issued by companies authorized to do business in the State of Alabama and have an A.M. Best Rating of "A" or better.

All Bidders must provide proof of insurance and carry the types and minimum limits of insurance to include the following:

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Workers Compensation	Statutory – Alabama
Commercial General Liability	
Bodily injury and Property Damage	\$1,000,000 – per occurrence
Bodily Injury and Property Damage	\$2,000,000 – general aggregate
Personal Injury	\$1,000,00
Comprehensive Form including Premises/Operation Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury	
AUTOMOBILE LIABILITY: Bodily Injury and Property Damage Any automobile including hired and non-owned vehicles	\$1,000,000 - combined single limit
ADDITIONAL INSURED: All insurance policies shall name and endorse the following as additional insured: Russell County Board of Education, Russell County Schools, its Superintendent and their officers, employees, and agents.	
NOTIFICATIONS: Thirty (30) Day(s) prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage limits.	

Russell County Board of Education shall be named as the Certificate Holder as outlined below:

The "Certificate Holder" should read as follows:

Russell County Board of Education

ATTN: BID #25-007 "Russell County School District Paving Projects"

P.O. BOX 400

Phenix City, AL 36867

Please add the BID Number #25-007 Covered by the Certificate of Insurance

**EXHIBIT D
INSURANCE REQUIREMENTS
(Continued)**

If any insurance policies required under this Bid lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not be able to operate until such time Russell County Schools has received satisfactory evidence of reinstated coverage of the types of coverage and limits specified in this Bid effective as of the lapse date.

Bidder shall be responsible for submitting a new renewal insurance certificate to Russell County Schools Chief Financial Officer of Purchasing at a minimum of sixty (60) calendar days in advance of expiration.

The Bidder shall maintain in force at his/her own expense, such insurance as will protect him/her, Russell County Board of Education and Russell County Schools from claims which may arise out or result from the Bidder's execution of the work, whether such execution be by himself/herself, his/her employees, agents, subcontractors or by anyone for whose acts any of them may be liable.

BIDDER'S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award.

Russell County Board of Education, Russell County Schools, its Superintendent and their officers, employees, and agents must be named as "ADDITIONAL INSURED" on the Certificate of Insurance. Russell County Board of Education desires proof of insurability at levels required for this Bid.

A current Certificate of Insurance is attached. Proof of A.M. Best Rating of "A" or better.

A current Certificate of Insurance to be provided after Notice of Award as outlined above.

Company Name

Signature of Authorized Official

Date



CHECK LIST

Please initial checklist to be sure all documents are turned in before submitting Bid Packet.

	OFFER AND ACCEPTANCE
	ALABAMA IMMIGRATION LAW COMPLIANCE NOTIFICATION Exhibit A Initial on lines that are applicable to you. If you do not need an E-Verify Form, you must write a statement on the form, and/or on additional paper stating so. DO NOT LEAVE THE FORM BLANK
	U.S. DEPARTMENT OF AGRICULTURE Exhibit B
	CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS Exhibit C
	Certification of Insurance (COI) Exhibit D If awarded the Bid, you will have 5 business days to present insurance to Russell County Schools, Chief Financial Officer, Robert Oliver

