Marengo County Board of Education
101 Shiloh St
Linden, AL 36748
Phone: (205) 295-4123

Invitation to Bid #25-8

Marengo County Board of Education will be accepting sealed bids for **Substitute Staffing Services**

SEALED BIDS WILL BE RECEIVED BY THE CENTRAL OFFICE LOCATED AT MARENGO COUNTY BOARD OF EDUCATION, 101 SHILOH ST, LINDEN, AL 36748, UNTIL **WEDNESDAY, SEPTEMBER 24, 2025, BY 12:00 PM.**

RETURN ENTIRE COMPLETED PROPOSAL TO:

Marengo County Board of Education
101 Shiloh St
Linden, AL 36748
Phone: (334) 295-4123

BID # 25-8

The bids will be opened and read publicly at the Marengo County Board of Education in the Boardroom during a scheduled meeting that will be announced. Each company that submits a bid will be notified of the date and time.

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE SEALED BID IS RECEIVED AT THE CENTRAL OFFICE ON/BEFORE WEDNESDAY, SEPTEMBER 24, 2025, BY 12:00 PM. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED. THE BOARD HAS THE RIGHT TO REJECT ANY AND ALL BIDS.

MARENGO COUNTY BOARD OF EDUCATION

REQUEST FOR PROPOSAL (RFP)

Substitute Staffing Services

BID# 25-8
Marengo County Board of Education
101 Shiloh St
Linden, AL 36748
Phone: (334) 295-4123

Outside of your bid envelope must be marked with the <u>Bid number</u>, <u>date and time of bid opening,</u> <u>General Contractor's license number, if applicable</u> (US MAIL, FEDERAL EXPRESS, UPS, ETC.)

FOR FURTHER INFORMATION RELATED TO THE PRODUCTS OR PROJECT CALL:
Dr. Kalvin Eaton, Superintendent Phone: (334) 295-4123

FOR FURTHER INFORMATION RELATED TO THE BID PROCESS CALL:
Richard Johnson, Chief School Financial Officer Phone: (334) 295-4123

BID # 25-8

TABLE OF CONTENTS

SECTION I – GENERAL INFORMATION	4
SECTION II – GENERAL CONDITIONS	7
BID SPECIFICATIONS	8
VENDOR GUIDELINES	15

BID # 25-8

Terms, conditions, and criteria applicable to bids and contracts awarded pursuant thereto:

SECTION I-GENERAL INFORMATION

1. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods or services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of delivery (including date, point of delivery or pickup, and transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidders' ability to meet the requirements of the invitation to bid.

2. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects, be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.

3. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to the Marengo County Board of Education ("the Board") their fitness and ability to provide the product, material, or service on the terms and conditions specified. Prospective vendors shall be responsible for advising the Board of their desire to be included in invitations to bid. The Board reserves the right not to solicit, receive, or entertain bids from vendors which have not responded to previous invitations, which have not performed to the satisfaction of the Board in previous transactions, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the Board. All potential vendors must disclose eligibility to bid on the project. Complete enclosed Certificate of Eligibility.

4. **Insurance Requirements:** Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverage(s) to be specified in the invitation.

5. **Advance Provisions or Samples:** The Board reserves the right to request demonstrations or samples of products or services before an award is made. When applicable, the bidder shall satisfy the request within seven (7) days. Failure to provide samples as requested will result in rejection of the product for award consideration. The vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within one month, the Marengo County Board of Education will dispose of the product. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.

6. **Discretion to Reject Bid:** The Marengo County Board of Education expressly reserves the right to reject all bids or parts thereof in its sole discretion.

7. **Equivalent Bids:** Bid specifications which refer to company names, brand names or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which offer products, materials or services of equivalent (or better) utility and quality. Bids proposing an equivalent product, service or material should include a complete explanation of the nature of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. *The Board or its agents will be the sole party responsible for determining equal or better bids.*

8. **Taxes:** The Marengo County Board of Education is exempt from all taxes; however, the bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.

    a. **Notice of Sales & Use Tax Exemption**: Materials incorporated into the Work are exempt from sales and use tax pursuant to Alabama Act No. 2000-684 (effective October 1, 2000). The Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Owner shall not consider claims for additional costs resultant of the Contractor's, or its subcontractors', failure to comply with such rules and regulations

    b. **Sales tax as required by Act 2013-205 Section 1 (g)**: For projects bid after January 1, 2014, the bid shall not include sales tax but the sales tax for the base bid and all bid items must be included on the contractor's bid proposal form. ABC Form C-3A indicates how the sales tax shall be accounted for on the bid proposal form and shall be modified by the project engineer as appropriate for the bid items for each project.

9. **Bidder's Certification:** Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of the Marengo County Board of Education.

10. **Reduction in Pricing**: In the event the vendor receives a reduction in cost from their supplier or manufacturer, the Marengo County Board of Education shall receive the benefit of such a reduction on any undelivered portion of the contract.

11. **Smoke Free Policy:** All Marengo County facilities and offices are smoke free environments. All potential and successful bidders must abide by this policy.

12. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:
    a. Failure to mark the envelope as required.
    b. Failure to sign a bid document on any signature line.
    c. Failure to include requested information (example, deviations).
    d. Excessive errors.
    e. Failure to include bid bond (if required).
    f. Failure to have an original signature on the bid form, a faxed copy is not acceptable.
    g. Failure to attend the pre-bid meeting (if required).

13. **Waive informality, technicality or irregularity:** The Marengo County Board of Education, or its Agent, shall have the right to waive any informality, technicality or irregularity.

    1.

14. **Termination of contract**: The Marengo County Board of Education has the right to cancel any contract, in accordance with Procurement Contract Rules and regulations, for cause, including but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional statutory provisions by state or federal law; and (6) substantial change in the financial or economic condition of the Marengo County Board of Education, (7) failure to resolve billing issues in a timely manner, (8) any other breach of contract. If the contract is terminated the contract may be awarded to the next lowest responsible bidder.

15. **Deviation Disclosure:** Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in disqualification of the vendor.

16. **Collusion:** The Board will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.

17. **Immigration Law:** 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.

18. **Vendor Guidelines:** All vendors doing business with the Marengo County Schools are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Marengo County Schools when returning your proposal.

BID # 25-8

SECTION II-GENERAL CONDITIONS

Contract Period: Prices are to be firm and effective for one year from date of award with an option to renew annually an additional four years, under the terms and conditions expressed within this "Invitation".

Continuance of Contract: The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow continuation of this contract, the contract shall terminate on the date when funds are no longer available**.**

Substitution: The item, manufacturers or brands listed in this "Invitation to Bid" have proven to be of a grade, quality and availability which are acceptable to the Marengo County Board of Education. Therefore, substitutions for the product specified will not be considered. Only those products that meet or exceed the product and performance specifications as an equal will be considered. When submitting an item as an equal, you should provide a comparison of the specifications for the equal versus the product specified on the form included. *The burden of proving a product as an equal to that specified shall fall to the vendor submitting the proposal.*

Payment Procedures/Terms

- All orders must be initiated with a purchase order.
- No backorders allowed, as specified on purchase order.
- Purchase orders are mailed unless otherwise instructed.
- Vendor will have measures in place to prevent duplication of orders.
- Vendor is expressly prohibited from the exchange of goods without approval of the assistant director of accounts payable. Return of goods to suppliers should be adequately controlled by the issuance of a credit memorandum sent to the Marengo County Board of Education.

It is customary that payment terms will be Net 30 days from invoice date. However, because of the volume of purchases by the Marengo County Board of Education, and certain down times, such as Christmas holidays, spring and fall breaks and summer vacation, occasionally 45 days from invoice date will be necessary to process payment. Vendor will be responsible for disclosing in their bid their acceptance of these terms. Checks will be mailed to the address furnished by the vendor and cannot be picked up at the Central Office except as approved by the Chief School Financial Officer.

This "Invitation" shall not be altered by the bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this requirement may result in the bid being disqualified from consideration.

BID # 25-8

Bid Specifications

The successful bidder must be able to manage substitute teachers and after-school programs, as well as non-instructional staff such as custodians, cafeteria workers, aides, administrative assistants, and school nurses. Such a program should contain automated scheduling as well as absentee fills. The 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 the customer's requirements in any one or more of Marengo County's schools or administrative offices.

3. Pay assigned employees their wages and provide 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 in writing to protect the confidentiality of the district's proprietary information.

9. Require assigned employees to execute agreements that the 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).

12. Make legally required employment law disclosures to assigned employees.

13. Must use an online absence, management, and substitute placement software.

14. Finger printing and drug testing will be the responsibility of the service provider.

15. Successful bidder will train assigned employees on MCBOE policies and procedures, as well as classroom management.

16. Successful bidder will provide MCS (Managing Crisis Safely) training to Paraeducators.

17. Successful bidder will provide ID badges for assigned employees.

18. Successful bidder will be sure that assigned employees have: a state sub license (or complete any other responsibilities for state sub licensure), background check, aptitude test/basic skills assessment, 48 hours of college credit (or take "Work Keys" test) if the employee works at a Title I school or becomes a long term sub.

19. Successful bidder must have assigned employees in place locally, and at least 80% fill rate must be guaranteed.

20. Successful bidder must have an employee discipline process and provide discipline to assigned employees.

21. Successful bidder must orient teachers on how to use their system.

22. Successful bidder must host job specific recruitment fairs locally
.
23. Successful bidder must train secretaries/ bookkeepers and provide a quick/same day response to questions.

25. Successful bidder will participate in a yearly partnership review.

26. Required to provide salary data to the Retirement Systems of Alabama for substitutes that have retired from an Alabama Public School District.

27. Required to actively recruit and hire a steady flow of substitutes.

SCREENING REQUIREMENTS*
A. Bidder will provide screening requirements for non-instructional personnel to comply with 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 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 and drug testing.

C. Bidder will comply with the school district's local screening requirements for 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

BID # 25-8

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)

- Meeting the exact specifications ( )YES ( )NO or
- As an equal/or better to the stated specifications ( )YES ( )NO

****

IF BIDDER IS NOT FROM THE MARENGO COUNTY AREA, BIDDER SHOULD INDICATE, IN DETAIL, THEIR PLAN FOR PROVIDING SERVICE SHOULD THEY RECEIVE THE AWARD.

All Bidders should have verifiable projects of similar function, size and complexity. Bidder must furnish a sales/service representative to handle all details of order or subsequent service. Bidder is to provide name, address and phone number of representative who will be handling the order and any necessary service or warranty claims.

Name of Sales/Service Representative:_____

Address: _____ Phone # _____

IDENTIFICATION

If Marengo County business Licenses were issued to your company for the past twelve (12) months, please list numbers: _____Vendor's Federal I.D. Number:

Address: _____

I certify that _____(Company name) has ___, or has not ___ been in operation for at least one year at location (s) zoned for the type of business conducted by my company at the address stated above.

_____(Authorized Signature) _____(Print Name)

BID # 25-8

CERTIFICATION OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____

Organization Name Street Address City, State, Zip

_____

Name and Title of Authorized Representative

_____

Signature Date

CERTIFICATE OF NON-COLLUSION

THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE:

- This bid is the result of independent consideration, and no other bidder or competitor has been involved.
- The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor.
- There has not been nor will there be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process.
- The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signer of violations occur.

_____ _____

Organization Submitting Bid Date

_____ _____

Name of Signer (Print Name) Authorized Signature

_____

BID # 25-8

Title

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the Marengo County Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

_____ _____

Authorized Signature Date

BID # 25-8

DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications.

If deviations are found on said sample, and not listed, the bidder may be disqualified!

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THIS DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

_____ _____

Authorized Signature Title

_____

BID # 25-8

Date

Vendor Guidelines
for Working in
Marengo County Schools

- NO weapons on school grounds.
- NO illegal substances on school grounds.
- NO smoking on school grounds.
- Visible identification required at all times.
- Sign in upon arrival, sign out on departure.
- NO contact or communication with students.
- Appropriate language used at all times.
- NO cell phones/pagers occupied in classrooms.
- Contract information and bid specifications furnished to the Principal and Superintendent.
- Work schedule furnished to the Principal, before starting the job/project.
- Project completion date furnished to Principal and Superintendent.
- Advance notice given of after hours work, including areas to which access is needed.
- All equipment and physical plant left DAILY in good working order and securely locked.
- Work debris removed DAILY by vendor.
- School equipment replaced in original location.

_____ _____

Authorized Signature Date