



**Jenny Seals**  
SUPERINTENDENT

**Scott Suttle**  
BOE PRESIDENT

**INVITATION TO BID #16/17-07BOE (Rebid)**  
**Establish a contract for substitute personnel services**  
**January 23, 2017**

**Description**

The St. Clair County Board of Education invites you to bid on contract services for substitute personnel. Sealed proposals will be received by the St. Clair Board of Education at 410 Roy Drive, Ashville, Alabama 35953 until Friday, February 10, 2017 at 2:00 p.m., at which time they will be publicly opened and read aloud. These services will be utilized when permanent employees are absent or we have vacancies.

**Guarantee:** A guarantee for services provided should be submitted with the bid.

**Screening of Employees:** All personnel provided by the vendor must be interviewed, reference checked, ***background checked through SDE fingerprints***, drug screened, and oriented to work in a school system environment.

**Duration of Bid:**

- Prices offered on the bid proposal shall be firm for the specified period of July 1, 2017 to June 30, 2018.
- 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.

**Firm Pricing:** All hourly bill rates quoted must include all wages, benefits, and fees. All prices quoted must be firm for the life of the contract. In the event the federal minimum wage is increased, each line's full bill rate will be increased by the difference between the current federal minimum wage and the new federal minimum wage rate. All fees outside the cost of substitute personnel, such as direct hire fees, must be outlined in bid proposal & agreement.

**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 2:00 p.m., Friday, February 10, 2017 at the St. Clair County Board of Education Central Office at 410 Roy Drive, Ashville, AL 35953.
- Bids are to be submitted in a sealed envelope with "**SCC#16/17-07BOE (Rebid)**" clearly marked on the outside of the envelope.
- Sealed bids must be submitted by 2:00 p.m. (by the owner's mobile device) on Friday, February 10, 2017.
- 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 one hundred eighty (180) days from the date of the bid opening or awarding/bid approval by the St. Clair Board of Education.
- All bids must be submitted on forms provided.

## Method of Award

- The award will be made to the lowest responsible bidder meeting specifications. 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 will be required within **30 days** from the bid award 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 services outlined by the SCCBOE Coordinator and recommended for BOE approval 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 July 1, 2017 to June 30, 2018.
- 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.

### **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 accounts payable department at 175 College Street, Odenville, Alabama 35120 within 30 day of the service.
- Invoices must have:
  - a. The sub name
  - b. The employee name that they are subbing for
  - c. The employee number of the employee that is absent
  - d. The date of the absence
- Invoices are generally paid within a week 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 Human Resources Coordinator or Facilities Coordinator 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.
- **Training:** The contractor shall provide all necessary training to BOE employees in their respective specialty area required by the Alabama SDE. All training should be comprehensive for employees in the areas of special education & instructional aides, lunchroom worker, and school custodian.
- **Online Program:** The contractor shall provide an online service to employees for 24-hour access to request subs and manage absences. The contractor shall provide all necessary training to BOE representatives and personnel on the use of any software programs in providing bid services. This training should be scheduled 60-90 days before each school year as needed and requested by the school system.
- **Work Force-Substitute Pool:** The contractor will maintain a substitute pool sufficient and appropriate to fulfill daily needs of the school system with an estimated average of 50-80 substitutes needed daily. Based on the rural nature of the St. Clair County School System, special consideration must be given to recruitment in various locales to develop a quality pool to meet the daily demand.

## **Standard of Quality**

- The contractor shall at all times maintain on the job a work force that will sufficiently complete work in a timely manner. Every reasonable care shall be taken to protect the safety of the stakeholders and employees of the school system.
- All operations shall be at all times subject to the inspection and approval of the school system designee. Any operations 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.

## **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 by e-mail or phone: Melinda Splawn, Human Resources Coordinator, [melinda.splawn@sccboe.org](mailto:melinda.splawn@sccboe.org), (205)594-2027 or Joe Goble, Facilities Coordinator, [joe.goble@sccboe.org](mailto:joe.goble@sccboe.org), (205)594-2056. Sealed bids may be mailed or delivered to the attention of:

Joe Goble  
Coordinator of Facilities  
BID #16/17-07BOE (Rebid)  
410 Roy Drive  
Ashville, AL 35953

Specification Sheet (A)

**BID SPECIFICATIONS:**

**Substitute Lunchroom Worker for various schools within the St. Clair County School System – 175 College St., Odenville, Alabama 35120.**

**Qualifications include:**

1. High School Diploma or GED
2. Demonstrated aptitude for successful performance of the tasks listed.
3. Good general health.

**Duties / Essential Functions:**

1. Punctual in attendance.
2. Assist in the accurate preparation and serving of food.
3. Assist in the daily clean-up of the kitchen and service areas.
4. Exhibit personal grooming and dress appropriately for food service.
5. Maintain proper and professional relationship with students and employees.
6. Maintain confidentiality of school system related business.
7. Perform duties in a manner that promotes good public relations.

**Physical Requirements / Environmental Conditions:**

1. Requires prolonged standing.
2. Requires physical exertion to manually move, lift, carry, pull, or push heavy objects or materials. (Ability to empty 50 gallon trash receptacle into an eight yard dumpster).
3. Requires stooping, bending and reaching.
4. Must work in noisy and crowded environments.
5. Must work in and around fumes and odors.
6. Must maintain appropriate levels of personal hygiene.
7. Must comply with state health and sanitation guidelines.
8. Must work with electrical and gas appliances.
9. Must work with dish washing liquids and powders, solvents and other cleaning chemicals.
10. Must work with materials of intense heat or extreme cold.

\$ \_\_\_\_\_ **Direct Hire fees**

\$ \_\_\_\_\_ **Per Hour (Includes all wages, benefits, and fees)**

\_\_\_\_\_ **Response time for filling assignments**

List any additional screening processes and/or training your company provides to the personnel whom will be filling this position:

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Specification Sheet (B)

**BID SPECIFICATIONS:**

**Substitute Teacher for various schools within the St. Clair County School System – 175 College St., Odenville, Alabama 35120.**

**Qualifications include:**

1. High School Diploma or GED
2. Alabama Substitute Teacher’s Certificate

**Duties / Essential Functions:**

1. Assist in teaching any material given to them by the supervising teacher in the classroom.
2. Supervise students throughout the work day including, but not limited to, during classroom instruction, playground activities, lunchroom, bus duty, parent pickup, and lavatory times.
3. Perform such clerical tasks as checking out library books, caring for and operating audio-visual equipment, making supplies, and other equipment available for use in the classroom.
4. Assist with the preparation of instructional aides, bulletin boards, and other learning displays.
5. Assist with non-instructional classroom duties, such as snack break and personal hygiene needs as directed.
6. Maintain confidentiality of information.
7. Show politeness and good manners in dealing with others.
8. Any other duties assigned by the Principal.

\$ \_\_\_\_\_ **Direct Hire fees**

\$ \_\_\_\_\_ **Per Hour (Includes all wages, benefits, and fees)**

\_\_\_\_\_ **Response time for filling assignments**

List any additional screening processes and/or training your company provides to the personnel whom will be filling this position:

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Specification Sheet (C)

**BID SPECIFICATIONS:**

**Janitorial Services substitute for various schools within the St. Clair County School System – 175 College St., Odenville, Alabama 35120.**

**Qualifications include:**

1. High School Diploma or GED
2. Demonstrated aptitude for successful performance of the tasks listed.
3. Good general health.

**Examples of Work:**

- General building maintenance: clean & sanitize classroom/bathrooms/hallways, dust, wash windows, scrub walls, clean furniture, fill dispensers, move furniture, wash whiteboards and clean trays, assists in the cafeteria, remove gum, clean drinking fountains, dispose of trash, clean trash cans, replenish supplies, and other duties assigned by the school principal/supervisor.
- Floor maintenance: pick up trash from floors, remove gum, vacuum, sweep, dry and wet mop, scrub, wax and buff
- Operate cleaning equipment: vacuum cleaner, scrubber, buffer, wet and dry mops, & brooms.
- Outdoor maintenance: pick up lawn debris & sweep/clean sidewalks.
- Personnel must be able to work without supervision.

**EMPLOYEE SAFETY**

- The employee is responsible for the use of safety devices and protective equipment in order to minimize the frequency and severity of work-related accidents. The employee is responsible for using safe practices and methods in the operation and supplies related to their job.
- The employee is further responsible for correcting any conditions within the building or grounds that may be hazardous to employees, students, or staff assigned to the building and reporting same to the appropriate administrator.

\$ \_\_\_\_\_ **Direct Hire fees**

\$ \_\_\_\_\_ **Per Hour (Includes all wages, benefits, and fees)**

\_\_\_\_\_ **Response time for filling assignments**

List any additional screening processes and/or training your company provides to the personnel whom will be filling this position:

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## Specification Sheet (D)

### **BID SPECIFICATIONS:**

**Instructional Aide for various schools within the St. Clair County School System – 175 College St., Odenville, Alabama 35120.**

### **QUALIFICATIONS:**

1. High School Diploma or GED

### **ESSENTIAL FUNCTIONS:**

1. Expected Work Day: Full time- 8 hours
2. Works under the direction of a certificated employee
3. Relieve assigned teacher of non-teaching responsibilities
4. Assist in teaching any material given by the supervising teacher
5. Take attendance and keep attendance records according to board policy
6. Assist with the preparation of instructional aids, bulletin boards and other learning displays assigned by the supervising teacher
7. Supervise students during bus duty and or parent pick up
8. Assist with non-instructional duties such as snack break,
9. lunchroom and personal hygiene needs of students as directed by the principal
10. Participate in staff development activities
11. If elementary physical education aide, supervise playground activities under the supervision of the PE teacher; be able to move about for student supervision during PE classes; be able to work in varying temperature conditions
12. If elementary classroom aide, supervise children during lavatory periods when assigned by principal
13. If library aide, perform such clerical tasks as checking out library books, caring for and operating audio-visual equipment, making supplies and other equipment available for use in the classroom
14. If Title I aide, provide tutoring to students
15. Supplement full-time or part-time clerical help
16. If special education aide, be able to physically assist students with disabilities
17. If computer aide, have operational knowledge of computer
18. hardware, record-keeping, hardware maintenance, data
19. input and output skills, word processing programs, database
20. and spreadsheets
21. Physical and emotional ability and dexterity to perform required work and move about as needed in a fast-paced,
22. high-intensive work environment
23. Be courteous and professional at all times
24. Maintain a neat and appropriate appearance



**BID SPECIFICATIONS (continued):**

**Instructional Aide for various schools within the St. Clair County School System – 175 College St., Odenville, Alabama 35120.**

\$ \_\_\_\_\_ **Direct Hire fees**

\$ \_\_\_\_\_ **Per Hour (Includes all wages, benefits, and fees)**

\_\_\_\_\_ **Response time for filling assignments**

List any additional screening processes and/or training your company provides to the personnel whom will be filling this position:

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**BID # 16/17-07BOE (Rebid) PROPOSAL FORM (A)—BIDDER INFORMATION**

**Contract for Personnel Services  
January 23, 2017**

**Due Date:      Friday, February 10, 2017 at 2:00 p.m.**

**Sealed Bids Mailed or Delivered To:**

**Joe Goble  
Coordinator of Facilities  
BID #16/17-07BOE (Rebid)  
410 Roy Drive  
Ashville, AL 35953**

**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
- BID PROPOSAL—Specification Sheet (A)
- BID PROPOSAL—Specification Sheet (B)
- BID PROPOSAL—Specification Sheet (C)
- BID PROPOSAL—Specification Sheet (D)
- 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

**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

Jenny Seals  
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

**St Clair County Schools**   
Preparing tomorrow's leaders today  
**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,  
(Name of Firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract.

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of Firm)

the above representations are material and important, and will be relied on by the St. Clair County Board of Education (SCCBOE) in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from SCCBOE of the true facts relating to the submission of proposals for this contract.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date