



St. Clair County School District

PREPARING TOMORROW'S LEADERS TODAY



**Jenny Seals**  
SUPERINTENDENT

**Scott Suttle**  
BOE PRESIDENT

**INVITATION TO BID #16/17-14BOE**  
**LAWN MAINTENANCE & LANDSCAPING SERVICES**  
**February 15, 2017**

**Description**

The St. Clair County Board of Education invites you to bid on Lawn Maintenance and Landscaping Services by county region (determined in this packet) and/or all county schools. Sealed proposals will be received by the St. Clair Board of Education at 410 Roy Drive, Ashville, Alabama 35953 until Friday, February 24, 2017 at 2:00 p.m., at which time they will be publicly opened and read aloud. The services requested are to improve the overall curb appearance of each campus and only those vendors with the knowledge, appropriate staffing, and experience should submit bids to meet each campuses need. This service contract will be based on the cutting season **March 1 – November 30**. There will be an **option to renew for two (2) additional years from the date the contract is awarded**. Prices should be good for the length of the contract.

**A pre-bid conference will be held at the St. Clair County Schools Central Office, 410 Roy Drive, Ashville, AL 35953, on February 22, 2017 at 9:00 am. Bidders are urged to attend this meeting where they will be given the opportunity to ask questions regarding the each school's specifications.**

**Information to Bidders**

**1. Authority**

St. Clair County Board of Education hereby has the authority to obtain the best possible proposal for Lawn Maintenance Services, as defined in the specifications. St. Clair County Board of Education will not accept partially completed bids.

**2. Directions for Submitting Bids and Bid Opening**

- Bid proposals will be opened and read aloud on **Friday, February 24, 2017 at 2:00 p.m.** at the St. Clair County Board of Education Central Office, 410 Roy Drive, Ashville, AL 35953.
- Bid received after designated bid receipt deadline will be returned unopened.
- Proposal must be sealed with bidder's name on the outside of the envelope and marked, **"SCC#16/17-14BOE Lawn Maintenance Bid."**
- Bids shall be submitted on the Bid Proposal Forms furnished with all blank spaces filled in. All blanks on the bid form shall be filled in by word processor or manually in ink. 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 (30) days from the date of the bid opening or awarding/bid approval by the St. Clair Board of Education

### **3. Method of Award**

- The award will be made to the lowest responsible bidder/s meeting specifications. Our intent is to award the lawn maintenance service to **one contractor**. However, we reserve the right to award individual contracts to multiple bidders by region if necessary.
- 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 **15 days** from the bid award to ensure compliance and capability of responsible bidder/s to complete requirements of the bid.
- In the event the low bidder/s refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder/s.
- The winning bidder/s 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.
- Bid prices shall include all applicable taxes, bonds, overhead, profit and other pertinent costs. Bid prices provided on the Bid Proposal Form shall be binding for the duration of the mowing season. No additional costs to this contract will be authorized during the contract period without written authorization from the St. Clair County Board of Education Facilities Coordinator.
- 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.

### **4. Qualifications of Bidder/Vendor**

The St. Clair County Board of Education reserves the right to request qualifications or reference information from any bidder before issuing documents, receiving bids, or awarding a contract. The St. Clair County BOE may accept or reject bidders as qualified. The right to waive any informality in qualification materials is reserved by the St. Clair County Board of Education. The Bidder, in submitting his/her bid, agrees the decision of the St. Clair County Board of Education is final.

### **5. Discrepancies, Omission, and/or Interpretations**

- A. Bidder shall promptly notify the St. Clair County Board of Education of any ambiguity, inconsistency, or errors which they may discover upon examination of the contract documents or of the site and local condition. Bidders requesting clarification or interpretation of the bid documents shall make a written request to the St. Clair County Board of Education at least seven (7) calendar days prior to the date for receipt of bids for transmittal to the St. Clair County Board of Education.
- B. Any interpretation, correction, or change of the contract documents will be made by written addendum by the St. Clair County Board of Education. Bidders shall acknowledge receipt of addendum on Bid Proposal Forms.

## **6. Certificate of Insurance**

- A. Before commencement of any work, a **Certificate of Insurance** executed by bidder's agent or carrier showing required insurance coverage shall be submitted. A Thirty Day Cancellation Clause is required on all policies. Failure to provide the Certificate may be considered material breach of the agreement and be grounds for terminating the agreement.
  
- B. As a condition of performing work for the St. Clair County Board of Education as a Contractor, the Contractor must provide St. Clair County Board of Education with satisfactory evidence of its insurance coverage as follows:
  - 1) Workers Compensation and Employers' Liability Insurance covering your statutory obligations in the state of Alabama.
  - 2) Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non owned and hired automobiles.
  - 3) Commercial Liability Insurance written on an OCCURRENCE policy form that includes coverage for your operations, personal injury, XCU(explosion, collapse, underground), independent contractors, contractual, and products completed operations with limits of liability as follows:
    - a) If your policy is written on the 1986 ISO Simplified form:
      - \$1,000,000 Occurrence
      - \$1,000,000 General Aggregate
      - \$1,000,000 Product-Completed Operations Aggregate
    - b) If your policy's general aggregate is per job, then a \$ 1 million dollar liability is acceptable for the general aggregate and products-completed operations aggregate.
    - c) If your policy is written on a form other than the 1986 ISO Simplified form:
      - \$1,000,000 Occurrence (bodily injury and property damage combined)
      - \$1,000,000 Aggregate (applicable to products-completed operations only)
  - 4) That St. Clair County Board of Education is an additional insured on the General Liability policies certified.

## **7. Examination of School Site**

The bidder shall be held to have examined the school sites (use enclosed school specifications on visit) and to have satisfied themselves as to the condition of the schools, obstructions, the actual levels and other factors necessary for carrying out the work before the delivery of the proposal. The bidders shall also acquaint themselves with the character and the extent of the school principal's operations in the area of work, so that they may plan their lawn maintenances services accordingly. No allowances or extra payment will be made to a Contractor for, or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the bidder, or on account of interference by the school principal's or other contractor activities. It shall be expressly understood that the school principal's operations will take precedence over any other activity.

## **8. Post Bid Information**

- A. After the bids are received, tabulated, and evaluated by the St. Clair County Board of Education, the apparent lowest quality bidder shall meet with the St. Clair County Board of Education's Purchasing Agent at a post-bid meeting, if requested by Purchasing Agent, for the purpose of determining any contract overlaps or omissions.
- B. The St. Clair County Board of Education reserves the right to physically inspect and view the Contractors equipment at any time prior to awarding a contract or upon request at a later date.

## **9. Acceptance and rejection of Bid Proposals**

- A. Low bid price is not always the determining factor in awarding of the bid. Other factors considered may include, but not limited to, delivery and/or completion time, quality, past performance, and references.
- B. The St. Clair County Board of Education shall have the right to accept combination bids from a bidder for more than one school.

- C. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
- 1) If bid proposal form furnished is not used, altered, or incomplete.
  - 2) If there are unauthorized additions, qualifications, conditions or irregularities of any kind which may make the bid incomplete, indefinite or ambiguous as to its meaning.
  - 3) If bidder adds any provisions reserving right to accept or reject any awards of contract.
  - 4) If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis values.
  - 5) Failure of the bidder to inspect proposed sites.
  - 6) Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history or past references.
  - 7) If any pertinent instructions to bidders are not fully complied with.

**10. Sales Tax**

St. Clair County Board of Education is exempt from sales tax.

**11. Payment**

- A. Payment will be processed within two weeks after receipt of invoice, assuming no discrepancies exist, after approval of request for payment. **All invoices shall have invoice numbers printed on them.** Final payment will be approved only after completion of all required documentation by St. Clair County Board of Education Facilities Coordinator.
- B. The Contractor is responsible for submitting all invoices within thirty days of the date for services are rendered.

**12. Scheduling and hours of work**

- A. Mowing services shall not be performed during school hours unless approved by the principal. After 3:30 p.m. is permissible.
- B. Scheduling of work must be coordinated with the individual school principal in order to avoid disruption and unsafe conditions.
- C. Mowing is permissible on the weekends.
- D. Each cutting/trimming shall be completed the same day or consecutive days.
- E. Dates and number of cuts will be determined on an as needed basis for the current year cutting period after the award of the contract. Any of the following may determine the need for services described in this contract: the Chief School Finance Officer, Coordinator of Facilities, or the Superintendent.

**13. Safety and Protection on-site**

- A. All work must be performed within the codes, standards and municipal ordinances of the community within which the school is located and must meet all federal, state, and local regulations.
- B. The Contractor shall be responsible for providing and for the placement of barriers, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and public is prime concern to the St. Clair County Board of Education, and the Contractor must take all necessary steps to assure proper safety during the performance of this contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of contract.
- C. All machinery shall be operated by trained and qualified personnel.
- D. The work area shall be cleaned at the end of each work day. All waste, tools, equipment, etc. shall be removed or safely stored. The St. Clair County Board of Education is not responsible for theft, damage or loss materials to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each day.

- E. Contractor shall perform all work so that no damage to the building, grounds or finished materials result. Contractor shall be responsible for all damages to the St. Clair Board of Education property caused by either equipment or operator error and shall repair any damage to the satisfaction of the St. Clair County Board of Education. The St. Clair County Board of Education reserves the right to repair all damages with other sources if the Contractor fails to do so. The Contractor shall then be back charged for all costs required to complete these repairs.
- F. Contractor shall be responsible and liable for any and all damages caused by any action or inaction of any employee or subcontractor working for the Contractor.
- G. In the event that the Contractor causes building damage which compromised the security of the building, the Contractor is responsible for immediately contacting the school principal.

**14. Indemnify and Hold Harmless Agreement**

Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the St. Clair County Board of Education, its officers, and employee, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the Contractor hereunder, whether or not there is concurrent negligence on the part of the St. Clair County Board of Education, but excluding liability due to the active negligence or willful misconduct of the St. Clair County Board of Education. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor, under workmen's compensation acts, disability benefits acts or other employee benefits.

**15. Workmanship/Inspection**

- A. Performance will be evaluated based upon the expectation of neat, professional looking appearance of the school grounds by the particular school principal and/or Coordinator of Facilities.
- B. Where not more specifically described in any of the sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practice of lawn maintenance involved, and shall include all items required for completion of the service to the satisfaction of the school principal. Failure by the Contractor to remedy concerns of the principal and or Coordinator of Facilities may result in the termination of this contract.
- C. The St. Clair County Board of Education may request a meeting with the Contractor with any time for the purpose of evaluation of the Contractor's performance. Items not completed to the satisfaction of the St. Clair County Board of Education will be corrected by the Contractor within mutually agreed timeframe. Failure by the Contractor to remedy concerns of the St. Clair County Board of Education may result in the termination of this contract.

**16. Termination of Contract**

- A. The St. Clair County Board of Education reserves the right to review and/or terminate the contract if at any time the Contractor fails to conform to the requirements of this contract, seek relief under any law for the benefit of insolvents or is adjudicated bankrupt, if any legal proceedings are commenced against Contractor which may interfere with the performance of the contract or if the Contractor has failed to supply an adequate working force, or material or proper quality, or has failed in any other respect to prosecute the work with diligence and force specified and intended by the terms of the contract.
- B. In the event of termination of the contract, any excess cost to the school system will be charged against the Contractor and his sureties, who will be liable thereof. All monies due the Contractor or retained under terms of the contract shall be forfeited to the St. Clair County Board of Education.

## 17. Scope of Work

### A. SPECIFICATIONS

- 1) All school sites shall be mowed and trimmed approximately every two (2) weeks to maintain a neat, uniform appearance. School sites shall not be mowed and trimmed more frequently unless requested by principal and approved by the Coordinator of Facilities.
- 2) School sites shall be trimmed and edged every time they are mowed.
- 3) Each cutting/trimming/edging shall be completed the same day or consecutive days.

### B. GENERAL CONDITION

- 1) The St. Clair County Board of Education has the right to postpone mowing operations when weather, financial, or other conditions necessitate a reduction of the mowing services.
- 2) All employees working for the contractor must wear **company shirts** at all times while on school property.
- 3) Smoking is illegal and not permitted on school grounds. The Contractor shall ensure all employees observe this law.
- 4) The Contractor shall provide the school principal with a means of immediate communication regarding site completion, emergencies, or any other occasion that may arise. A cellular phone number or pager number of the person responsible for managing this contract must be provided on the bid proposal form.
- 5) The Contractor shall not apply any pesticides or herbicides without the principal's written approval.
- 6) Additional services or operations such as fertilization, dethatching, fall clean up, etc. shall be negotiated (with school principal) on as needed basis and approved in advance. Non-approved work will not be paid.

### C. MOWING

- 1) All litter cut during the mowing of each campus must be picked up and disposed of prior to or after mowing. Excessive trash seen on campus should be reported to the principal or Facilities Coordinator.
- 2) Mowing frequently shall be such that the grass cutting or clippings are not of sufficient quantity to detract from overall school site appearance. If the time between cuttings must be extended for any reason, thereby causing excessive amount of clippings on the lawn, or if the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the St. Clair County Board of Education.
- 3) Mowing shall be coordinated to prevent the depositing of mowing debris into planters or flower beds. Any clippings or debris blown into these areas shall be removed immediately.
- 4) All non-turf areas such as sidewalks, patios, entrances, planters, etc. shall be free of clippings and cutting debris via means of blowers, sweepers or other equipment.

### D. TRIMMING

- 1) Trimming shall be done simultaneously with the mowing operation. Trimming is to be completed each time school site is mowed.
- 2) Trimming shall be done in all areas that are inaccessible to mowing equipment. This includes lines, back stops, play areas, playground equipment, under fixed bleachers, next to buildings where established plantings are present, and around all other obstacles to provide a neat and even appearance to the entire site.
- 3) Care shall be used when trimming around trees and wooden posts to prevent damage to these items.

E. **EDGING**

- 1) All turf terminations at paving and cement details shall be vertically edged to remove overgrowth. Edges shall be cleaned of all debris following edging process.
- 2) Edging shall be completed during mowing.

**18. E-VERIFY Requirements**

Both of the included Immigration Compliance Forms must be included with all bids. Each vendor must access the E-Verify website to complete the process to register and get access to the Memorandum of Understanding. The website is <http://www.uscis.gov> . You must go to the Employment Verification E-Verify Homepage to complete the necessary forms for the Memorandum of Understanding. The last 2 pages must be returned with the bid and will not be accepted if the information is hand written in, it is not electronically signed, and it does not contain a company ID number. The included forms must be completed and signed and returned with the bid request information along with the Memorandum of Understanding pages or the companies bid will not be considered. Please call Amy Martin or Laura Nance at 205 594 7131 ext. 5693 if you have any questions regarding this requirement.

**19. 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.

**20. 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.

**21. Screening of Employees**

All personnel provided by the vendor must be interviewed, reference checked, ***background checked through the St. Clair County Background Investigation Bureau (BIB)***, and oriented to the work in a school system environment. All access into the schools should be made through the central office prior to entry.

**BID # 16/17-14BOE PROPOSAL FORM (A)—BIDDER INFORMATION**  
**February 15, 2017**

**Due Date:**Friday, February 24, 2017 at 2:00 p.m.

**Sealed Bids Mailed or Delivered To:**

Joe Goble  
Coordinator of Facilities  
BID #16/17-14BOE  
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
- QUOTE SHEET PROPOSAL—FORM B
- COPY OF STATE OF ALABAMA OCCUPATIONAL LICENSE
- REFERENCE SHEET (Two current business/school clients)
- 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
- Sign a contract with the conditions set forth in the bid.
- Local Business License for County Region covered under this agreement



**QUOTE SHEET**  
**(based on a per cut cost)**  
**FORM B**

**Region I:**

Ashville Elementary/Ashville Middle School/Ashville High School (one bid)	\$ _____
St. Clair County BOE Central Office	\$ _____
John Pope Eden Career Tech Center	\$ _____
Ruben Yancy Alternative School	\$ _____
Grand Total Bid For All Properties (1 cut)	\$ _____

**Region II:**

Chandler Mountain Facility	\$ _____
Steele Junior High School	\$ _____
Ragland Elementary/Ragland High School (one bid)	\$ _____
Grand Total Bid For All Properties (1 cut)	\$ _____

**Region III:**

Odenville Elementary/Odenville Intermediate/Odenville Middle School (one bid)	\$ _____
St. Clair County High School	\$ _____
Grand Total Bid For All Properties (1 cut)	\$ _____

**Region IV:**

Margaret Elementary School	\$ _____
Springville Elementary School/Springville Middle (one bid)	\$ _____
Springville High School	\$ _____
Grand Total Bid For All Properties (1 cut)	\$ _____

**Region V:**

Moody Elementary School	\$ _____
Moody Middle School/ Moody Junior High/Moody High School (one bid)	\$ _____
Grand Total Bid For All Properties (1 cut)	\$ _____

**St. Clair County Package**

Grand Total Bid For All Regional Properties (1 cut)	\$ _____
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# St. Clair County Board of Education

## Monthly Lawn Maintenance School Site Specifications

### Region I:

#### Ashville Elementary School

- Cut and trim playground area
- Cut and trim all areas around school building and in between wings of building
- Cut and trim around trailers and storage building
- Trim all flower box or bed areas around school
- Poison all ant mounds
- Pick up significant trash on playground before/after cutting grass
- Blow debris from sidewalks and driveways
- Trim around/along fence lines, trees and shrubs

#### Ashville Middle School

- Cut and trim all areas between sidewalks and building.
- Cut and trim high school side of building between AMS building and high school parking lot.
- Cut and trim elementary side of building between AMS building and elementary parking lot.
- Cut and trim front of building including areas in front between Hwy. 231 and parking lot (often wet in some areas). If necessary, cut with weed eater rather than machine. All water-runoff areas should be kept clean.
- Cut and trim bank behind gym.
- Cut and trim garden area main building and gym.

#### Ashville High School

- Cut all grass directly in front of school and adjacent to Highway 231 (beside the lower parking lot). This area extends all the way to the baseball field fence, behind the baseball field fence, and to St. Clair County Board of Education sign. Cut beside Roy Drive (adjacent to the band field) to the baseball field line that exceeds about 15 feet from the left field line. Also, the grassy area on the hill in-between the two parking lot areas in front of the school should be cut and trimmed as well.
- Cut/trim the area on the left and right field grass lines outside the baseball field fence. In addition, cut the grassy area and front parking areas.
- Cut/trim the area **West** of the baseball concession stand and the lagoon, from the pavement and **South** to the overgrown area.
- Cut/trim area around the front of school, courtyard area and the grassy area along the front and side of the building. Cut behind the building alongside the back of the building.
- Cut/trim the front, side and back area around band room. Cut/trim the grass on the hill behind the band room and to the side of the field house from the top and down to the drainage ditch and across to the road leading to the field house. Cut/trim the grass in and around the drainage ditch (beside the road in the back of school).
- Cut/trim the triangular shaped area between the roads that lead to the football field house and the football stadium. Cut/trim the grass outside the football field fence and beside the old ticket booths all the way to the softball field parking lot.
- Cut/trim all grassy parts around the softball field up to the fence line down the right and left field lines, behind the center field, beside the football practice field, and around the concession stand. Cut this hill area each time (if you decide to eliminate via chemical application, this is acceptable).
- Cut/trim the grassy hill beside the softball field parking lot and the football practice field. Cut this hill area each time (if you decide to eliminate via chemical application, this is acceptable).
- Cut/trim inside the football field the grassy area on the home side around the concession stand/press box, the areas of grass as you enter the stadium which extends to the other side near the stadium which extends to the other side of the scoreboard. Cut/trim the grassy area behind the press box as well. Cut grassy areas on the visitor's side of the football field.

### **St. Clair County Board of Education Administration Building**

- Cut/trim grass along both sides of Roy Drive from Highway 231 to administration building
- Cut/trim grass and trim around St. Clair BOE sign at Highway 231
- Cut/trim all grass surrounding the administration building to the edge of wooded areas
- Blow debris from sidewalks and driveways
- Trim/cut shrubs (at least once during contract period, during the summer months)
- Edge all sidewalks at front/back entrances and blow debris off sidewalks

### **John Pope Eden Career Technical Center**

- Cut/trim front and back of main building
- Cut/trim behind all shop areas
- Cut/trim and use weed killer around areas inside fence behind automotive buildings
- Cut/trim behind HVAC, Welding, and Computer Buildings
- Trim and/or use weed killer all grass/weeds in flower bed near main sign.
- Trim and/or use weed killer all grass in beds in front of each shop.
- Edge all sidewalks at front entrance and blow debris off sidewalks and out of gutters in the road in front of the building.

### **Ruben Yancy Alternative School**

- Cut/trim the front, sides, and back of main building.
- Cut/trim field in back of property.
- Cut/trim front, sides, and back of modular building.
- Trim inside fenced area behind Book Room.
- Edge all sidewalks and curbs at school entrance.
- Blow chippings and debris from sidewalks.
- Spray round-up as needed.

## **Region II:**

### **Chandler Mountain Center**

- Cut/trim area around all building.
- Cut/trim around flagpole, playground and right-of-way

### **Steele Junior High School**

- Cut/trim around gym, lunchroom and main building.
- Cut/trim inside of fenced playground in front of school.
- Poison all ant mounds
- Cut/trim outside of this fence where applicable.
- Cut/trim across McHugh Street at parking lot – around lot and up the hill.

### **Ragland High School**

- Cut/trim the playground across the creek all the way to the outfield fence of the baseball field.
- Cut/trim all areas adjacent to the elementary school building, including all sides and the playground inside and outside of the fence – this includes the elementary school gym.
- Cut/trim all areas around the lunchroom.
- Cut/trim the bank behind the band hall.
- Cut/trim the grass adjacent to the high school building including the bank near the dumpster in the back of high school building.
- Cut/trim the area behind the vocational agriculture shop and around the back of the high school gym and green house.
- Cut/trim grass at playground across the creek between the creek and the walking track.
- Cut/trim grass in the islands of the new high school parking lot and along Main Street.
- Edge all sidewalks and curbs at school entrance each visit
- Poison all ant mounds

NOTE: do not use any chemicals to kill grass around any sidewalk or building.

## **Region III:**

### **Odenville Elementary School**

- Cut/trim grass in front of school: middle of parking lot, side hill of parking lot, playground area
- Cut/trim back of school fenced area
- Cut/trim by trash bins
- Cut/trim back of building near storage building.
- Cut/trim back of school fenced area and playground area
- Trim and apply weed killer around fence lines, trees and shrubs, road curbs, ditches
- Edge sidewalks and blow debris off sidewalks and driveways
- Poison all ant mounds

### **Odenville Intermediate School**

- Cut/trim parking lot islands.
- Cut/trim all areas around main building and metal building (gym)
- Cut/trim grass inside/outside all fenced areas.
- Cut/trim grass down to ditch opposite teacher parking lot.
- Poison all ant mounds

### **Odenville Middle School**

- Cut/Trim around all buildings on campus, along fence lines, trees and shrubs, road curbs, ditches – Main building, gym, old shop building behind the gym, around the old field house, along the ditches between the school and football fields, behind the main building and in between the wings (2) of the main building, and around Purser-Ray Hall.
- Edge all sidewalks and blow debris off sidewalks and out of gutters in the road in front of the building.
- Blow leaves and debris out of the parking lot at Purser-Ray Hall.
- Trim shrubs (at least once during contract period, during the summer months)
- Cut/trim small area in front of school to the left of employee entrance (if mowing is not feasible, this area may be trimmed with weed eater
- Cut/trim entire area behind school from building down to gravel parking lot and/or road behind the school
- Cut/trim two grassy areas that are situated at the rear of the main building between the wings of the building.
- Trim all beds in front of the building
- Trim all beds along the end of the building by the gym
- Trim all beds in the rear of the building including the circular bed/seating (wooden benches) area in back of building
- Roundup and/or trim all beds in front, down the side of the gym and the circular area in the rear of the building.

### **St. Clair County High School**

- Cut/trim all areas around the building and make two passes on the outer drive area.
- Cut/trim banks on both sides of the road should be cut down to the flat areas on both sides of the road.
- Blow debris from sidewalks and driveways.
- Trim (weed eat) around building, roads, and curbs.
- Edge all sidewalks at front entrance and blow debris off walk ways.
- Trim shrubs at least once a season.

## **Region IV:**

### **Margaret Elementary School**

#### **Mowing Tasks:**

- Cut/trim sides of road along entrance of Mustang Drive to include sloped areas up to tree line.
- Cut/trim all grass areas at entry way, grass islands, PE field area, three courtyard areas, and perimeter areas adjacent to school building on all four sides of school building.
- Cut/trim all sloped areas in front and sides of school building.

#### **Trimming Tasks:**

- Edging all school sidewalks and curbs adjacent to sod areas including courtyards (must be edged each trip).
- Trim weeds along guard rail on Mustang Drive.
- Trim weeds along guard rail behind school.
- Trim all obstructions (drains, fenced pump zone, gutter splash blocks, etc.) each trip.
- Trim main drain run-off areas on Mustang Drive (also see landscape tasks below).
- Trim weeds at edge of perimeter of building each trip.
- Edge all bedded areas to prevent grass from growing in beds.
- Weed out all landscaped beds in front of building.
- Edging the front of school and courtyard areas.

#### **Landscaping Tasks:**

- All clippings should be removed from sod areas, sidewalks, parking lots, and roads.
- Treat all shrub beds and main water run-offs with herbicide to prevent weed growth.
- Blow grass from roads, sidewalks, and parking lots when all cutting is complete.
- Fertilize all sod areas in front of building and around building structure.
- Trim & prune shrubbery in front of building.

### **Springville Elementary School**

- Cut/trim bank areas above playground on Academy Drive [area from behind the gym (inside and outside of the fence) to the corner of Wilson Street and down Wilson Street along fence].
- Cut/trim the open playground area.
- Poison all ant mounds
- Cut/trim front, rear, and both sides of building.
- Cut/trim the area in the parking lot.
- Trim Shrubbery
- Treat all shrub beds with herbicide to prevent weed growth
- Bedded areas must be edged to prevent grass from growing in beds
- Blow grass clippings away from building when all cutting is complete

### **Springville Middle School**

- Pine Street Bldg.-cut/trim banks and areas around main building, banks below the gym and flagpole area. Cut/trim grass in rear and sides between building and retainer wall. Cut/trim bank below and above the parking lot. Cut/trim around the metal building including bank.
- Main Street Bldg. – cut/trim grass in front of building, around fence, and west side of building including back of gym.

### **Springville High School**

- Cut/trim all areas inside road that circle school and Highway 11 including right-of-ways.
- Cut/trim all areas between Highway 11 and the fenced athletic fields.
- Cut/trim inside the pump station fence on Highway 11.
- Cut/trim grass areas west of High School Drive to athletic fences up to football field entrance.
- Cut/trim large bank in front of parking lot.
- Cut/trim the banks west of High School Drive to the fenced athletic fields have not been cut in the past.
- Cut/trim grass area/bank east of the main building (the road that goes around to the rear of the building)

## **Region V:**

### **Moody Elementary School**

- Cut/trim both driveways coming up the hill including islands and right-of-way around both schools.
- Cut/trim everything inside circle around both schools.
- Cut/trim areas by gym (metal building) and gym (middle school) and outdoor playground and garden behind the middle school.
- Cut/trim banks beside entrance next to wood fence.
- Cut/trim all grass areas below road behind schools including playgrounds of both schools.
- Cut/trim inside fenced area at elementary school.
- Cut/trim the large lower field/playground behind old MMS. This should be cut each visit.
- Poison all ant mounds

### **Moody Middle School**

- Cut/trim grass along right side of property along road going to rear of school
- Cut/trim all areas in rear of school including a 5ft. strip on outside of road
- Cut/trim all areas on left side of building adjacent to gymnasium
- Trim ditch in front of school along main road each visit
- Trim around all obstructions each visit
- Cut/trim grass on all islands in parking lots
- Edge all sidewalks and curbs each visit
- Blow clippings and debris from sidewalks and curbs
- Spray all shrub beds with round – up to kill weeds.
- Edge along shrub beds to prevent turf grass from creeping into beds

### **Moody Junior High**

- Cut/trim grass inside High School Drive up to football field fence, including open areas, right-of-ways from curve to junior high and all areas inside road behind both schools.
- Cut/trim the ditches, left/right of High School Drive from curve, in front of New Mood Middle School to the junior high school.
- Cut/trim grass behind junior high school between main building and gym.
- Cut/trim grass on the banks from high school flag pole to the junior high school parking lot.
- Cut/trim grass from the bus parking lot that borders the bank field, weed eat the drains on the band field.
- Cut/trim grass in front of junior high school.
- Cut/trim grass in courtyard area between main building and band room.
- Apply weed killer as need to flower bed in courtyard.

### **Moody High School**

- Blow debris from sidewalks, driveways, and in front of main entrance.
- Trim around all buildings on campus, along fence lines, trees and shrubs, road curbs, ditches – Main building, gym, around the field house, along the ditches between the school and football fields, around softball and baseball fields, behind the main building.
- Edge all sidewalks and blow debris off sidewalks and out of gutters in the road in front of the building.
- Trim shrubs (at least once during contract period, during the summer months)
- Blow debris from sidewalks, driveways, and in front of main entrance.
- Cut/trim small area in front of main entrance to the left up to cafeteria, and to the right to parking lot.
- Cut/trim area in front of school in circle and the area between the circle and the buses.
- Cut/trim entire area around all athletic fields.
- Cut/trim grassy areas that are situated at the rear of the main building and cafeteria.
- Trim all shrubby areas
- Trim all areas up against building and brick walls.
- Roundup and/or trim all areas in front of main entrance to school and area in front of cafeteria.

**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.

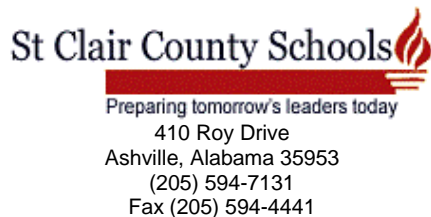
\_\_\_\_\_  
Signature of Affiant

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

**To be returned to the Contractor or Grantee of a LOCAL SCHOOL BOARD**



Jenny B. 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