

DALE COUNTY BOARD OF EDUCATION

OFFICE OF SUPERINTENDENT 202 South Highway 123, Suite E OZARK, ALABAMA 36360

PHONE (334)774-2355 WEB SITE: www.dalecountyboe.org

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ACCREDITED BY

SY 2022

# **DALE COUNTY SCHOOLS** 202 South Highway 123, Suite E **OZARK, ALABAMA**

## **ADVERTISEMENT FOR BID**

## LAWN MAINTENANCE

**Bid Opening:** March 07, 2023

If you have any questions regarding this packet, please contact Chuck Walker at 334.774.2355, extension 23234.

#### DALE COUNTY BOARD OF EDUCATION

Donny Bynum, Superintendent 202 South Highway 123, Suite E **Ozark, ALABAMA 36360** TELEPHONE (334) 774 - 2355 FAX (334) 774 - 3505

#### LAWN MAINTENANCE BID BID INSTRUCTIONS AND SPECIFICATIONS

The Dale County Board of Education will accept sealed bids until 10:00 a.m. on March 07, 2023 for lawn service according to the specifications below. The bid sheet and other required documents may be mailed or delivered to the Dale County Board of Education. The required <u>sealed</u> envelope should be addressed as follows:

Dale County Board of Education ATTN: Jesse W. James, CSFO 202 South Highway 123, Suite E Ozark, Alabama 36360 SEALED BID: Lawn Maintenance TO BE OPENED: March 07, 2023 at 10:00 a.m.

The **bid opening** will be held at 10:00 a.m. on March 07, 2023 at the Central Office of the Dale County Board of Education.

The <u>duration</u> of this contract shall be <u>from April 1, 2023 through March 31, 2024</u>. The Board of Education reserves the right to extend this contract up to four (4) additional twelve (12) month periods (March 31, 2028). Any contract extension is contingent upon written approval of both the contractor and the Dale County Board of Education to be agreed upon for the end of the current contract period (March 31<sup>st</sup> each year). Contracts will only be renewed by one (1) twelve (12) month period at a time.

#### SERVICES NEEDED:

- Cut entire campus
- Weed-eat around all buildings, walks, ditches, etc.
- Blow off all walks and exterior concrete areas
- Keep shrubbery cut back and walkways edged
- Number of cuts to be determined by principal of school (Approximately 20 Cuts)
- Special attention should be paid to cutting around outside air units so that grass clippings are not thrown into the units and thermostat cables not damaged.
- A pre-bid walk through should be scheduled with the principal of the school prior to the bid opening.
- Grass is to be cut outside the presence of employees or students. Time of day options should be discussed with principal prior to bid opening.

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The bidder shall comply with all requirements contained in these documents.

Services for the period April 1, 2023 through March 31, 2024 are requested for the following sites and are defined below:

			Contact
Locatio	on	Contact	Number
Site 1	Dale County Bus Barn and Maintenance Shop	Michael Smith	334-774-2360

#### **GENERAL SCOPE:**

- A. All bids shall be returned on the bid sheet provided by the Dale County Board of Education.
- B. All bid forms shall be signed and dated by the vendor. If not signed and dated, it may be considered as non-responsive to the bid request.

- C. The Dale County Board of Education believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.
- D. Vendors may bid on any number of sites.

#### **BID AWARD:**

- A. The Dale County Board of Education reserves the right to accept or reject any or all bids.
- B. The award will be made in accordance with Code of Alabama 1975 Section 16-13B.
- C. The decision of the Dale County Board of Education will be final.
- D. The Dale County Board of Education may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- E. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- F. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- G. Vendors shall bid on all items within the site. It is the intent of the Dale County Board of Education to award the bid by site, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Dale County Board of Education.

#### PRICING:

- A. Prices are to be quoted by the 'unit' indicated on the face of the bid sheet.
- B. Prices are not to exceed two (2) decimal places.
- C. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item, in the quantity as stated on the bid, and performed in the various locations.
- D. Dale County Board of Education reserves the privilege to rebid or renegotiate any item(s) if price(s) are beyond amount anticipated or if negotiations are unsatisfactory.
- E. Firm prices shall be bid.
- F. In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition error(s), the bidder's total will be corrected accordingly. Bidders must check their proposal for any such errors and state the discount(s) in the proposal where applicable. Failure to do so will be at the bidder's risk.
- G. The Dale County Board of Education is tax exempt from all tax as found in the Code of Alabama 1975, section 40-23-4(a)(11), as amended. This statement is in no way to be construed as relieving the seller or contractor from their tax obligation.
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#### QUANTITY:

A. The quantities of items specified herein are based upon estimated use, and therefore, may be increased or decreased according to the needs of various locations with written authorization of the Dale County Board of Education.

#### QUALITY:

A. The intent of this bid is to give the best quality at a price schools can afford to pay. Price is the primary consideration, but judgment of the Dale County Board of Education must be reserved as to certain desirable characteristics. If the quality of any successful bid item is not judged to be up to standards, then the bid may be cancelled.

#### **PAYMENT:**

- A. All copies of invoices shall be legible and uniform in size.
- B. Each invoice shall have an authorized signature by the contact person of the location to certify completion of service. (Principal, Asst. Principal, or Bookkeeper)
- C. Invoices shall be issued monthly. A W-9 form must be submitted prior to payment.
- D. Payment of all invoices is the responsibility of the school you performed services for.
- E. Invoice should be submitted to school before 12:00 p.m. on Wednesdays in order to receive payment on following Friday. All invoices submitted after 12:00 p.m. on Wednesday will be pushed 10 days to the following Friday.

#### CANCELLATIONS:

A. The Dale County Board of Education reserves the right to void or cancel this contract at its convenience with or without cause, or for non-performance as determined by the Superintendent or his designee and/or for lack of funding or for any other reason deemed appropriate. If voided or cancelled, the contractor will be given notice in writing.

#### SPECIAL REQUIREMENTS: (To be submitted with bid)

A. Proof of insurance to cover liability on property and person:

Each Occurrence	\$	500,000
Fire Damage (any one fire)		100,000
Medical Expense (any one person)		10,000
Personal & Adv. Injury		500,000
General Aggregate	1,	,000,000
Products – Comp/Op Aggregate	1,	,000,000

- B. Proof of compliance with the Code of Alabama, Section 31-13-1 through 35: Alabama Immigration Law by completing and submitting the following documents:
  - E-Verify Memorandum of Understanding is required if you employee one or more persons in the state of Alabama. Please visit <u>www.uscis.gov/e-verify</u> to complete this enrollment.

Also, you must obtain from each subcontractor a notarized **Affidavit of Immigration Law Compliance-Subcontractor** for your records. This is not to be turned into the Dale County Board of Education.

- C. Dale County Board of Education reserves the right to purchase any items and services inadvertently omitted, from the vendor who is awarded a particular category.
- D. Dale County Board of Education reserves the right to cancel the contract or any category at any time without penalty if service and quality is not satisfactory in continuation of the contract or category is determined to be inconsistent with the best interests of Dale County Board of Education.
- E. **IF APPLICABLE:** All proposals shall include Dale County Business License number or other applicable Alabama county license number and all required State of Alabama license numbers.
- F. The Dale County Board of Education assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

#### DISQUALIFICATIONS/RESELECTION OF BID PROPOSALS:

Bidders may be disqualified and rejections of proposals may be recommended for any of (but not limited to) the following reasons:

- A. Failure to use the bid forms furnished by Dale County Board of Education
- B. Failure to provide original forms (no copies allowed)
- C. Lack of signature in black or blue ink by an authorized representative on the bid form
- D. Failure to properly complete the bid documents
- E. Failure to meet bid specifications
- F. Failure to complete the Alabama Immigration Law Compliance Forms
- G. Failure to submit all requested documents
- H. Lack of vendor compliance
- I. Evidence of collusion among bidders
- J. Unauthorized alteration of the bid form
- K. Failure to meet bid opening date and time (late submission)

This list is not all-inclusive and is made available for your convenience. The Bid Specifications specify all proposal requirements and should be read thoroughly to ensure that all bid requirements are met. The goal of the Dale County Board of Education is to provide for fair and open competition. Following the Bid Specifications will ensure that all bid proposals are considered.

#### Hold Harmless

The contractor releases the Board, its assigns, employees, or agents from and agrees to indemnify and to hold harmless and defend the Board, its assigns, employees, and agents against any and all claims, actions, proceedings, costs, damages and liabilities, including attorney's fees arising out of, connected with, or resulting from any damages to any person or property, including, the property of the contractor, his assigns, agents, or employees, or to equipment, materials, supplies, belongings or other items connected in any way with contractors actions in installing, delivery, constructing or handling of any equipment, supplies, services, or action in or on property of facilities of the Dale County School Board. The contractor agrees to pay all Board attorney cost in connection with this article and all other articles of this contract.

The contractor may not, without express written consent, except as otherwise noted in specifications, make any alterations to any property of the Board and must agree, as evidenced by vendor's signature, to provide payment for any and all unauthorized alterations damages, or costs of repair caused in part or in whole by vendor from any action of the vendor, his assigns, employees and/or agents.

The Dale County Board of Education makes no representations, warranty, or covenant, express or implied with respect to any structure, facility, building, equipment or supplies which may be part of or subject to any action by the vendor as part of the contract and makes available to vendor same in "as is" condition. The contractor agrees that he is responsible for inspection of condition of items heretofore noted in this section, and same are to be inspected by the contractor prior to commencement of this contract to insure safety for the contractor, his employees, assigns and /or agents.

### Dale County Board of Education 202 South Highway 123, Suite E Ozark, AL 36360

# GRASS CUTTING BID FORM ONE BID FORM PER CAMPUS

Vendor Name:	Lic. Number:
Address:	Phone:
Campus Name/Site Number: Dale County Bus Barn an	d Maintenance Shop
Bid amount per cut. Note, this price will be paid for each required for the next twelve months. (Approximately 20	-
Bid amount For Regular Service:	
Bid amount for Additional Services: Additional Services should be discussed with Principal p additional service is being performed.	(Shrub Trimming, Pine Straw, Etc.) prior to Bid. Attach itemized list if more than one
Signature:	Date:
Type or Print Name:	
Pu signature above. I contify that I am the evener or com	news conceptative and have the outhority to make this

By signature above, I certify that I am the owner or company representative and have the authority to make this bid and sign a contract to perform this service for the Dale County Board of Education.

All questions should be directed to: Chuck Walker Dale County Board of Education 202 South Highway 123, Suite E Ozark, AL 36360 (334) 774 – 2355 ext 23234

#### **Bid Submission Checklist:**

(Please make sure all of the following are included in your bid packet. If any of the following information is missing, your packet may be rejected.)

- \_\_\_\_\_ Grass Cutting Bid form (1 per site you are bidding)
- \_\_\_\_\_ W-9 form (Must update even if already on file)
- \_\_\_\_\_ E-Verify Memorandum of Understanding
- \_\_\_\_\_ Affidavit of Immigration Law Compliance (If applicable)
- \_\_\_\_\_ Proof of Insurance to cover liability of property and person