



**JEFFERSON
COUNTY SCHOOLS**

Mrs. Carita Venable, *President* | Mr. Oscar S. Mann, *Vice President*
Mr. Ronnie Dixon | Mr. Eddie Brown | Ms. Stephanie Floyd

Walter B. Gonsoulin Jr., Ph.D.
Superintendent

March 20, 2024

I.
INVITATION FOR BIDS
JEFFERSON COUNTY SCHOOLS - BID # 13-24
NON-CERTIFIED PERSONNEL SUPPORT SERVICES FOR ALL SCHOOLS

Question Deadline: 3:00 p.m. Tuesday, April 2, 2024
Bid Submission Deadline/Opening: 3:00 p.m. Monday, April 15, 2024
Location Bid Submission/Bid Opening: Jefferson County BOE Central Office
Bids & Contracts Department
2100 18th Street, Birmingham, AL 35209

Sealed bids to provide non-certified school support services for the Jefferson County Board of Education (“Board”) for all its Schools and facilities will be received by the Board at the above location until the time and date specified above, and then publicly opened and read as soon thereafter as practicable. Each bidder is responsible for mailing or delivering its bid so that it will be actually received at the above address and location at or before the specified bid opening time; bids received after that time will not be considered.

Additional information regarding the contemplated services and contract may be obtained from Tracie Busby at tbusby@jefcoed.com (205) 379-2215.

To be considered for the award, an interested contractor, in its response to this Invitation, also must complete and return the corresponding Bid Response Form that is included in the Bidder Information materials, have the experience and qualifications stipulated for the award, and comply with all requirements in those materials. Bids shall be clearly marked “SEALED BID,” and the bidder should indicate on the outside of the envelope containing its bid the name of this project (i.e., the “Non-Certified Personnel Support Services for All Schools”) and the above-noted date and time of bid opening.

The Board is conducting this process and will award the associated contract for the services in compliance with the competitive bid laws of the State of Alabama. The Board will award the contract to a responsive and responsible bidder who submits the proposal that is most favorable to the Board’s needs and interests. In making this determination, the Board may consider pertinent factors other than price, including, but not limited to, experience providing similar services for other local school boards.

The Board reserves the right to accept or reject any or all bids and to waive formalities related to submitted bids.

II.
BIDDER INFORMATION MATERIALS
JEFFERSON COUNTY SCHOOLS - BID #13-24
NON-CERTIFIED PERSONNEL SUPPORT SERVICES FOR ALL SCHOOLS

1.
GENERAL

The Jefferson County Board of Education (“Board”) is soliciting written, sealed bids from qualified contractors with experience in educational or other institutional settings to provide non-certified personnel support services (“Services”) for any or all of the Board’s schools, for all of the following designated positions:

Non-Certified Personnel Support Positions	
1	Substitute Food Service Worker (CNP Worker)
2	Substitute Administrative School Office Assistant
3	Substitute Exceptional Education Bus Aide
4	Exceptional Education Instructional Paraprofessional

The position categories in the chart above are hereinafter referred to as “the Support Positions.”

2.
SPECIFICATIONS

The successful contractor (“Contractor”) will provide personnel to staff the Support Positions and perform the Services pursuant to the terms, conditions, understandings, and specifications stated below (collectively, the ‘Specifications”).

A.
Term of Contract/Period of Services

The term (“Term”) of the contemplated contract will commence on or about **July 1, 2024** and continue through **June 30, 2025** (the “Initial Term”). Following the expiration of the Initial Term, Board may extend the period of the Contract for up to four (4) additional years of one year each by providing written notice to the Contractor at least thirty (30) days prior to the expiration of the then current contract period. Notwithstanding the provision immediately above or any other provision herein, the contract may be terminated before the expiration of its Term on the occurrence of any of the following:

1. Termination for Cause by Board. If the Contractor fails to perform any material obligation in the Specifications or this Contract (a “Default”), the Board may terminate the Contract for cause effective after fourteen (14) days’ advance written notice to Contractor; provided that the Contractor shall have an opportunity during this 14-day period to cure or correct any deficiency in performance that is the basis of the proposed termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the Contract or available by law that arises from a Default;

2. Termination for Cause by Contractor. If the Board does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days' advance written notice to the Board; provided that the Board shall have an opportunity during this 30 day period to cure or correct any deficiency in performance that is the basis of the proposed termination for cause;
3. Termination Right of Board at End of Contract Year. The 12 month period during that following the commencement-of-services date, or the anniversary thereof, is a "contract year" for purposes of this Contract. The Board may terminate this Contract effective at the end of any contract year by giving Contractor written notice of the Board's intent to terminate at least thirty (30) days' notice before the expiration of the then current contract year; and
4. Non-Appropriation. The Board's obligation to pay for Services is dependent upon appropriation and allotment of funds by the State legislature and/or allocation of funds by local government (together known as "Appropriation Body"). The appropriation and allotment of funds is beyond the control of the Board. If the Appropriation Body fails to appropriate or allot the necessary funds to remit compensation hereunder, then Board may terminate this Contract effective thirty (30) days after providing written notice of its intent to terminate the Contract due to such non-appropriation. In the event of any such termination, the Board shall compensate the Contractor for Services provided before the effective time of termination.

B.

General Scope of Services

1. During the Term and any extension of it, the successful Contractor will at the Board's request source, recruit, select, hire, train, assign, and otherwise take all appropriate steps, to place temporary personnel, who are employed by the Contractor, in the respective Support Positions in any or all of the Board's schools, to provide education-related support services in the Board's schools. Job descriptions for the Support Positions are attached **Exhibit A**. Absent prior agreement, personnel provided by the Contractor shall not be required as a part of the Services to drive a motor vehicle, including an automobile or school bus; handle cash, securities, or other valuables; or perform tasks beyond those established by the respective job descriptions.
2. The Board shall have no obligation to make any particular position available to be filled, nor shall the Board be obligated to request any specific, minimum quantity of services. Contractor understands and acknowledges that the Services will be provided when requested, and that nothing obligates the Board to request or receive the Services exclusively from one company, in as much as Contractor is not granted exclusive rights.

C.

Bids/Prices/Payment for Services

1. Bid/Invoices/Payment.

- (a) Following the Contract award, the Board will consult with the Contractor and establish a base hourly rate of pay for each of the Support Positions, not less than \$15 per hour. Contractor shall state on Exhibit B the percentage markup for Contractor's services that the Contractor will apply to the base hourly rate for each of the Support Positions.
 - (b) Provided Contractor successfully provides the Services, it will submit invoices, biweekly, for the base hourly rate of pay for each of the Support Positions plus Contractor's percentage markup for Contractor's services, reflecting the total amounts payable for work performed during the preceding two week period. The Board shall pay the undisputed amounts of those invoices within 30 days after receipt, unless another billing and payment schedule is agreed to in writing by Contractor and the Board.
2. Adjustment of Fees/Markup Charge. Contractor's percentage markup entered on Exhibit B shall be firm during the first contract year, but may be adjusted upward during any extension in a negotiated amount not to exceed 0.025%. The Board may increase the base hourly rate of pay for each of the Support Positions during the first contract year or any extension thereof, if the Board determines doing so is needed to achieve fill rates sufficient to ensure the provision of educational programming to students in the Board's schools. This option to adjust shall not limit any rights or other remedies that may be available to the Board under the Contract or at law.
3. Full Compensation. Board's payment of Contractor's invoices will fully compensate it for performing all work and Services contemplated under the Contract; for all loss or damage it may incur that arises out of the performance of the Services; for all risks it incurs with connection with performing the Services or entering the Contract; and for it completing and performing its obligations, responsibilities, and operations contemplated in these Specifications, in other provisions in the Bidder Information materials and in the Contract.

D.

Other Miscellaneous Specifications, Conditions and Requirements

1. Diligent Performance. Contractor will diligently perform its Services in such order and manner to complete them in a safe, good, workmanlike, and timely manner that is consistent with other contractors providing like services under similar conditions.
2. General Understandings Concerning Performance of Services and Contractor Operations. Contractor agrees as follows with respect to its operations in, on, or about the Board's school buildings and grounds:
 - (a) At all times Contractor and its personnel shall observe and comply with all Federal, State, and local laws, ordinances, and regulations, which in any manner affect or apply to the performance of the Services.
 - (b) At Contractor's expense, it shall procure, and maintain throughout the Term of the Contract, all federal, state or local governmental licenses, and any other governmental authorizations and permits required to perform the Services.

(c) Contractor and its personnel shall comply with the following requirements while in, on, or about the School buildings and grounds:

- Comply with all Board policies and rules;
- Maintain confidentiality with respect to student or other personally identifiable or protected information that personnel may be exposed to or otherwise acquire, from time to time, during the provision of the Services;
- Wear work attire that presents a professional appearance, be neat and clean, and maintain proper hygiene;
- No guns, knives, or other weapons are allowed on any School grounds;
- Alcohol, drugs, and illegal substances are prohibited;
- Tobacco use (smoking/chewing/use of electronic cigarettes, etc.) is prohibited;
- Not use profane or other inappropriate language;
- Not use cell phones, pagers, radios, or other electronic devices in a manner that disturbs occupied classrooms, meetings of School personnel, or that otherwise detrimentally affects School operations or the provision of educational programming to students.

3. Personnel Assigned by Contractor. The following further understandings apply with respect to the personnel furnished by Contractor to perform the Services.

- (a) Contractor is responsible for training its personnel to perform the Services.
- (b) With respect to all of the Contractor's personnel, Contractor agrees to satisfy all screening, criminal background check, and fingerprint requirements imposed by federal or state law or regulation, and to not place any personnel who do not satisfy such requirements. Contractor is responsible for all associated costs, maintaining reports evidencing compliance with screening/background check requirements, and not assigning any personnel with an unsatisfactory criminal history or background to provide Services.
- (c) Contractor shall assign experienced personnel who are not less than 19 years of age.
- (d) Contractor shall warrant that all personnel provided satisfy all immigration-related requirements imposed by federal immigration laws or regulations, including, without limitation, E-Verify, and shall maintain all records of compliance with all such laws or regulations.
- (e) At all times during the Term of the Contract and the performance of Services, each assigned personnel shall be an employee of the contractor, not the Board. Contractor exclusively reserves the right to hire or terminate any assigned

personnel. No term or provision in the Specifications or the contemplated Contract shall create, or be construed to create, any employee-employer or principal-agent relationship between the Board and the Contractor or the Board and any personnel assigned by the Contractor. Contractor shall maintain for each personnel all personnel, payroll, and other employment-related records, and shall further make to each personnel all employment-related disclosures that may be required by law.

(f) Contractor is exclusively obligated to set and pay each of its workers all wages, benefits, and other compensation, including, without limitation, overtime pay, if any. No assigned personnel engaged by the Contractor is eligible to receive any benefits provided by the Board to its employees. Contractor further acknowledges and accepts all responsibilities imposed by federal and state income tax and employment laws concerning the performance of Services by its personnel, including but not limited to, withholding amounts for federal income taxes, Social Security taxes, unemployment taxes, and applicable state and local income taxes, and, if applicable, provide any and all benefits, including benefits made available by virtue of the Affordable Care Act or under other federal or state laws.

(g) Contractor may not employ any Board employee to perform the Services.

4. Insurance. Contractor is responsible to provide the insurance coverage and comply with the related provisions set forth in the Contract that is included as **Exhibit D** in the Bidder Information documents.
5. Indemnification. The provisions that are included in **Exhibit D** of the Bidder Information documents are incorporated herein.
6. Contract Representatives. The Board and Contractor each will appoint a Contract Representative. Following the award of the Contract, these Representatives will be the primary contact for their respective organizations for communications about the Contract and have authority to make timely decisions concerning its administration. Contractor's Contract Representative must be regularly available during days when classes at the School are in session to address emergencies or promptly take actions to remedy any deficiencies in Contractor's performance of Services.
7. Immigration Law Compliance. Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract

with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the Board and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this paragraph, this Contract 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.

Contractor acknowledges that Alabama laws require that, as a condition for the award of the contract, it must provide documentation of enrollment in the E-Verify program. During the performance of the contract, it shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Contractor's E-Verify Memorandum of Understanding must be included with the bid or prior to award. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

8. Contract/Contract Documents. As used herein, the term "Contract" refers to the agreement between the Board and the successful Contractor for the performance of the Services. The Contract includes all the following documents: Invitation for Bids; Specifications and other provisions in the Bidder Information materials (including, without limitation, **Exhibit A** – Job Descriptions, **Exhibit B** - Bid Response Form, **Exhibit C** the Bidder Qualification Form and **Exhibit D** – Form of Contract, collectively the "Contract Documents"). In the event of any conflict between the terms, provisions and conditions in the different Contract Documents, the language in the document in the order below shall take govern and control: (1) the Form of Contract; (2) the Specifications; (3) other Sections of the Bidder Information Materials; and (4) Invitation for Bids. These Contracts Documents comprise the entire Contract regarding the subject matter herein, and any prior negotiation, discussion, understanding, or matter not reflected in them is merged herein and of no effect.

III.

PRE-BID INQUIRIES/ADDENDA

Specific questions about the Services, the Specifications, or other bid materials should be directed in writing to Tracie Busby at tbusby@jefcoed.com 205-379-2215 on or before 3:00 p.m. Tuesday, April 2, 2024. Ms. Busby will attempt to respond to those inquiries no later than two days before the bid opening/submission date. Those responses and any Addenda to the Specifications that the Board may issue, will be incorporated into and become part of the Specifications.

IV.
MINIMUM QUALIFICATIONS OF CONTRACTOR;
REQUIREMENTS AND PROCESS FOR AWARD

1. The Board only will consider bids from interested contractors, and award the Contract to the Contractor that meets the following requirements:
 - (a) The successful Contractor must provide evidence that it possesses the willingness and capability to perform the Services contemplated by the Contract.
 - (b) After the award but before executing the contemplated Contract, the Contractor must possess all applicable licenses to perform the Contract.
 - (c) After the award but before executing the contemplated Contract, the Contractor must furnish a certificate(s) or other evidence indicating that it has complied with its Insurance requirements.
 - (d) After the award Contractor must provide evidence that it is participating in the E-Verify program concerning employment of its workers.

2. The Board will award the Contract pursuant to the applicable competitive bid laws of the State of Alabama. The award will be made to a responsive and responsible contractor that submits the most favorable proposal. Additionally, the Board reserves the right to reject all bids. The determination of the most favorable bid will not be made solely based on price, but will include consideration of the following factors and criteria:
 - (a) Price;
 - (b) Experience in providing the required services to other local school boards and similarly situated customers;
 - (c) Financial resources and ability to provide the required services,
 - (d) Business model for delivery of required Services, and
 - (e) Demonstrated ability to satisfy the needs and expectations of the Board

3. The Board reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are of a nature similar to that contemplated in this Bid.

4. In determining the contractor to whom to make the award, the Board also may:
 - (a) Reject the proposal of any bidder which, based on the Board's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Services;

- (b) Reject the proposal of any contractor who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements;
 - (c) Reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction;
 - (d) Request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, financial, or other resources and adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the Board;
 - (e) Disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Information materials; and
 - (f) Reject any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.
 - (g) In determining the most favorable bid, the Board may consider and accept only the Base Bid submitted by the successful Contractor, or accept the proposals for both the Base Bid and any Alternate Bid.
5. After the Bid opening, the Board may require a period of up to 15 days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.
6. The Board anticipates awarding the Contract to the successful Contractor at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible. After making the award, the Board will require that the successful Contractor execute the Contract in substantially the stated form and satisfy any outstanding conditions of the award (including, provision of insurance certificates evidencing compliance with insurance or coverage requirements, and proof of participation in the E-Verify program), within 30 days after date of notice of the award, unless another time is expressly agreed to in writing by the Board. If the successful Contractor fails to take those actions, it shall be considered to have abandoned its proposal; its bid shall be deemed to have been withdrawn. By submitting a bid, a bidder accepts these provisions.

V.

INSTRUCTIONS FOR SUBMITTING BIDS

1. To be considered for the award, an interested contractor must submit its bid no later than **3:00 p.m. Monday, April 15, 2024**. The contractor is responsible for delivering, mailing, or making arrangements so that its bid is actually received on or before that time at the following address: Jefferson County Board of Education – Bids & Contracts, 2100 18th Street South, Birmingham, AL 35209.
2. Bids and other materials that are submitted should be typewritten or in ink. Bids submitted in pencil or faxed to the Board will not be accepted.
3. On the envelope containing its bid, the bidder shall clearly mark **“SEALED BID – OPEN ONLY AT BID OPENING FOR BID # 13-24 – NON-CERTIFIED PERSONNEL SUPPORT SERVICES FOR ALL SCHOOLS”** and state the time/date of the bid opening.
4. The Base Bid and Fill Rate Deduction shall be entered on the Bid Response Form attached as **Exhibit B**.
5. In preparing its bid, Contractor should consider that the Board is exempt from Federal Excise Tax, or State Sales or Use Taxes. The successful Contractor shall be responsible for all income and any other taxes that may be levied or assessed against it by reason of the contemplated transactions.
6. Each bidder must complete and return the following with its bid:
 - (a) Two copies of the fully completed, signed and notarized Bid Response Form, which Form is attached as **Exhibit B**.
 - (b) On **Exhibit B**, each bidder **MUST** submit proposed prices for the Base Bid.
 - (c) Two copies of the signed and notarized Bidder Qualification Form for this Bid, which Form is attached as **Exhibit C**;
7. Bids may not be withdrawn after submission without the consent of the Board or except as allowed by applicable law.
8. Each bidder shall bear all costs and expenses that it incurs in evaluating the business opportunities contemplated in the Contract, determining whether to submit a bid and preparing its response to this Bid.

VI.
CONTRACT

To expedite the award process, the Board has attached as **Exhibit D** the Form of Contract that it expects the successful Contractor will execute in substantially the stated form. Among other matters, this Contract contains provisions: obligating the contractor to defend, indemnify and hold harmless the Board (and its employees and officials) from claims, damages, liabilities, or expenses incurred by it or asserted against the Board that arise from or relate to the performance of the Services by the Contractor; regarding insurance requirements; and obligating the Contractor to comply with the Alabama Immigration Act and federal immigration laws in connection with its work. The Board expects that bidders will review and consider the provisions of the Form of Contract before submitting its bid, and make any exceptions to its provisions in its submission to avoid the potential for delay related to any award.

EXHIBIT A - JOB DESCRIPTIONS
JEFFERSON COUNTY SCHOOLS - BID # 13-24
NON-CERTIFIED PERSONNEL SUPPORT SERVICES FOR ALL SCHOOLS

(Separate PDF File)

EXHIBIT B - BID RESPONSE FORM
JEFFERSON COUNTY SCHOOLS - BID # 13-24
NON-CERTIFIED PERSONNEL SUPPORT SERVICES FOR ALL SCHOOLS

Below are the firm bids of the undersigned to furnish the contemplated services. The undersigned submits this Form in response, and in accordance with, the Invitation for Bids and requirements in Bidder Information materials for this Bid. The Board may use the address and contact information below for any communication with the undersigned bidder. By submitting its bids, the undersigned has read and understands the Specifications and other conditions related to the award of the contemplated Contract, and, except as may be listed below, agrees to perform its Services and work in accordance with those Specifications and all other requirements in the Contract and associated Bidder Information materials.

BID

	Non-Certified Personnel Support Positions	Percentage Markup on Hourly Rate
1	Substitute Food Service Worker (CNP Worker)	
2	Substitute Administrative School Office Assistant	
3	Substitute Exceptional Education Bus Aide	
4	Exceptional Education Instructional Paraprofessional	

The Bid is provided for the time period from July 1, 2024 to and through June 30, 2025, for a minimum of 6.5 hours per day.

(Signature Page Follows)

Name of Firm or Company Submitting Bid

Date of Bid

Street Address

Tax Id # of Bidder

City State Zip

Web Site of Bidder

Printed Name Bidder Representative

Cell Ph. # Bidder Rep

Signature of Bidder Representative

Office Ph. # Bidder Rep

Title

Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this _____ day of
_____ 20_____.

Notary Public

Commission Expiration Date

- *NOTES**
- (1) If a bidder makes any Exceptions to the Bid Specifications or Contract terms, please state those on separate sheet and attach that sheet to your Bid Response.
 - (2) Bidders must complete, sign, notarize, and return the enclosed Bidder Affidavit and Warranty with their Bid Responses.
 - (3) Bidders must complete and return the Bidder Qualification Form with their bid.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Bid Response for the Contract to be awarded for Bid # 13-24:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay to any person (including any Board employee or representative) or party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the Board may rely on information submitted in awarding the Contract.

Name of Firm or Company Submitting Bid

By: _____
Signature of Bidder Representative

Printed Name: _____

Its: _____
Title

Date: _____

Sworn to and subscribed before me on this _____ day of _____ 202__.

Notary Public

Commission Expiration Date

EXHIBIT C - BIDDER QUALIFICATION FORM
JEFFERSON COUNTY SCHOOLS - BID # 13-24
NON-CERTIFIED PERSONNEL SUPPORT SERVICES FOR ALL SCHOOLS

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE FORM

1. Name of Business: _____
Principal Business Address: _____

2. Business Contact(s)

(a) Primary Contact: (NOTE: The Primary Contact should attend any mandatory pre-bid conference.)

Name: _____
Title or Position with Company: _____
Day Phone: _____
Email: _____
Street Mailing Address of Contact: _____

(b) Other Business Contact(s):

List the name, position, telephone number, email and street addresses of persons on the Applicant's staff other than the Primary Contact who can answer inquiries and who may attend the mandatory pre-bid meeting.

3. Business History/Operations

(a) How many years has your organization been in business? _____

(b) How many years has your organization been in business under its present business name?

(c) Under what other or former names has your organization operated?

(d) Type of Organization:

- (1) Corporation: _____
- (2) Partnership: _____
- (3) Individually owned: _____

(e) Operations: Describe how you operate and administer your business. In this description, please state each of the following:

4. **Experience Performing Services.** On a separate sheet that you attach to this Form, furnish evidence that your firm has had at least three (3) years' experience performing services like those contemplated in the Contract. Describe these experiences in detail, including not limited to, the periods in which you have conducted such business, the nature of services you have performed, your business addresses, the types of customers you have served and the gross annual revenue earned by your firm in the years in which you have performed such business.

5. **Prior Experience Serving Business Entities.** Has your firm ever contracted to perform service contracts of the nature contemplated for this Contract with local school boards or other business entities? Yes ____ No ____.

If your answer is Yes, on a separate sheet that you attach to this Form, please provide the information requested below as to at least three (3) local school boards or other business entities with whom your firm has had a contract over the last three (3) years to perform services like those requested in this Contract. As to each such customer and contract, please provide the following information on this attached sheet:

- (a) Name and address of the board or entity with whom you contracted;
- (b) Name of a reference & contact information for each such customer;
- (c) Detail the nature of your contract, including, but not limited to, scope of the work, nature of services you provided, and the number, size and areas of the school(s) that you maintained;
- (d) The date(s) when such contracts were performed and annual gross dollar value of each contract; and
- (e) in reference to the total number of workers you have assigned to perform the work contemplated in each contract, the percentage of services that were performed by your organization with your own forces.

6. **Insurance.** If available at this time, please attach a certificate from your current Insurance carrier(s) indicating the existence and limits of your Comprehensive Liability Coverage (including completed operations and contractual liability coverage), Worker's Compensation & Employer's Liability

7. **Contractor Project Team.** Include a list of key personnel who will be on your team serving the Board. As a minimum, include the following on this List:

- Executive in Charge
- On-site Superintendent
- Quality Control Manager

CERTIFICATION

The undersigned representative of the bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder/Interested Contractor: _____

(Type or Print)

By: _____

Signature

Printed Name

Its: _____

Title Authorized Representative

Sworn to and subscribed before me this date: _____

Notary Public: _____

(Seal)

My commission expires: _____

EXHIBIT D – FORM OF CONTRACT
JEFFERSON COUNTY SCHOOLS - BID # 13-27
NON-CERTIFIED PERSONNEL SUPPORT SERVICES FOR ALL SCHOOLS

This **NON-CERTIFIED PERSONNEL SUPPORT SERVICES FOR ALL SCHOOLS CONTRACT** (the "Contract") is made by and between _____ (the "Contractor") and the Jefferson County Board of Education (the "Board") effective as of the date last signed below by either of the parties.

WHEREAS, Contractor has been determined by the Board to be the lowest responsible bidder in response to its Invitation for Bids for Bid # 13-24 ("the Bid");

WHEREAS, the Board and Contractor deem it desirable to formalize and memorialize the terms and conditions of this Contract; and

WHEREAS, after this Contract has been executed by both parties, it shall become effective on the date set forth in the Specifications of Bidder Information Materials for the Bid (the "Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Contractor and Board agree as follows:

1. **Services.** Contractor agrees to provide non-certified personnel support services for any or all of the Board's schools (the "Services") pursuant to all terms, provisions, and conditions of this Contract, and in the Specifications and other sections of the Bidder Information materials for the Bid. In consideration for performing the Services, Board agrees to pay Contractor in accordance with the completed Bid Response form, which Form is incorporated herein and made a part hereof by reference.
2. **Term.** See Specifications in the Bidder Information materials, which is incorporated herein by reference.
3. **Contract Representatives.** Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and the administration of this Contract (the "Contract Representative(s)").

The Contract Representatives are:

Board:
Walter B. Gonsoulin, Jr., Superintendent

_____, AL _____

Email: _____

Tel No: 205- _____

Contractor:

_____, AL _____

Email: _____

Tel No: 205 - _____

The Contract Representatives designated above shall have authority to act on behalf of its respective organization to transmit instructions, receive information, and administer the Contract consistent with its terms and conditions. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

4. Notices. Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representatives via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

5. Dispute Resolution. The Contract Representatives of the parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated.

6. Indemnification by Contractor; Insurance Requirements.

(a) Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the Jefferson County Board of Education, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") asserted against them that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the work sites on which the Contractor or any Contractor Representative may enter or encounter in performing their Services or work; and (b) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities, Services and work under this Contract. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(b) Insurance Requirements. The Contractor shall maintain the following types of insurance for the duration of this Contract and for limits not less than stated below:

(i) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, including (including completed operations and contractual liability coverage) with limits of not less than

- \$500,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence; and
- Excess umbrella coverage of \$1,000,000.00 for each occurrence

This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to Board property and Board personnel caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor Representative, in performing its services and work contemplated in the Contract.

(ii) Workers' Compensation and Employers Liability as required by statute; and

(iii) Employer's Liability – liability limits of \$500,000 per occurrence.

All required insurance shall be provided by a policy (ies) issued by a company or companies qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the Board. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the Board and its officers, employees and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of work hereunder, the Contractor shall provide the Board a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

7. Representations of Contractor. As further inducement to enter this Contract, the Contractor represents and warrants each of the following to the Board:

(a) that it will perform the Services and work in a good and workmanlike manner; and

(b) that all actions required to be taken by it or on its behalf to execute the Contract, and to perform its obligations and agreements hereunder, have been duly taken.

8. No Subcontracting Without Consent. Without the written consent of the Board, which may be withheld for any reason, the Contractor may not retain or subcontract with another entity to assist the Contractor to perform the Services and requirements in this Contract. If a subcontractor is approved and performs work contemplated by this Contract, the Contractor shall remain responsible to the Board for the actions, conduct, and performance of the subcontractor (and any of its agents, employees, or representatives), and any work performed by a subcontractor shall be considered as having been rendered by the Contractor and directly provided by it.

9. Miscellaneous Provisions.

(a) During the Term of this Contract, the Contractor agrees to comply with all regulations and laws concerning the performance of its Services or work.

(b) The Contractor is an independent contractor of the Board. This Contract does not create any partnership, joint venture, joint employment, or principal-agent relationship between the Contractor (or any employee thereof) and the Board. Further, the Board retains no control or authority with respect to its means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs its work. None of the personnel assigned by the Contractor to perform services shall be considered an employee or agent of the Board.

Further, the Contractor shall establish and pay each of its workers all wages, benefits, and any other compensation related to the services. No assigned workers or other person engaged by the Contractor are eligible to receive any benefits provided by the Board to its employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including but not limited to, withholding amounts for federal income taxes, Social Security taxes,

unemployment taxes and applicable state and local income taxes, and, if applicable, provision benefits under the Affordable Care Act or other federal or state laws.

(c) The Contractor may not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the Board, which approval may be withheld for any reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

(d) The Contract is made only for the benefit of the Board and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(e) This Contract (which includes the Invitation to Bid, the Specifications and requirements in the Bidder Information materials) comprises the entire agreement between the parties. These terms herein supersede all prior negotiations, representations, or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.

(f) This Contract may be amended or modified only by written instrument signed by both parties.

(g) This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

(h) Any forbearance or delay on the part of the Board in enforcing any of its rights under this Contract shall not be construed as a waiver of those rights. No terms of this Contract shall be waived by the Board unless expressly waived in writing.

(i) If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(j) In the event of a conflict between any term or provision in the Specifications or other bid documents and those in this Contract, the provisions in this Contract shall control and govern.

(k) **Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE BOARD ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE BOARD AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM THE BOARD'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE BOARD WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE BOARD BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT BY THE BOARD.**

(l) Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.

(m) Construction of Contract. Nothing in this Contract shall be construed to create or impose any duty or liability on the Board, to create a right or remedy in favor of the Contractor against the Board, or to restrict or abrogate any right or remedy that is available to the Board against the Contractor or any other person, firm, or entity. Furthermore, in the event that any ambiguity in the terms of this Contract is determined to exist, no presumption shall be made that either of the parties drafted the Contract.

(n) Immigration Law Compliance. See Specifications in the Bidder Information materials, which is incorporated herein by reference.

(o) Audit/Contractor's Retention of Records. Upon reasonable advance notice from the Board, the Contractor, at its expense, agrees to produce records maintained by it with respect to the Services performed by it under this Contract and otherwise participate in a periodic audit designed by the Board to evaluate whether the Contractor is properly completing, accounting and performing the Services and transactions that are contemplated hereunder. To facilitate any such audit, the Contractor agrees that, for a period of no less than a rolling (2) year period following the performance of Services or the expiration (or earlier termination) of this Contract, it will maintain its reports, logs and records concerning its performance of Services or work, and the accounting, billing or other financial records that the Contractor generates regarding same.

(p) Pursuant to Ala. Code § 41-16-5 (1975), Contractor represents and agrees that, by signing this Contract, it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

(Signature Page Follows)

In Witness Whereof the undersigned, duly authorized representatives of the parties have executed this Contract on behalf of their respective organization.

ATTEST

By: _____

Its: _____

CONTRACTOR: _____

By: _____

Its: _____

Date: _____

ATTEST

By: _____

Its: _____

JEFFERSON COUNTY BOARD OF EDUCATION

By: _____

Its: Superintendent

Date: _____