



BUTLER COUNTY BOARD OF EDUCATION
OFFICE OF SUPERINTENDENT
211 School Highlands Road
Greenville, Alabama 36037



PHONE (334)382-2665 WEB SITE: www.butlerco.k12.al.us FAX (334)382-1845

FY 2023

**BUTLER COUNTY SCHOOLS
211 School Highlands Road
GREENVILLE, ALABAMA, 36037**

ADVERTISEMENT FOR BID

**Bid# 2023-02
LAWN MAINTENANCE**

**Bid Opening:
February 23, 2023**

**If you have any questions regarding this packet, please contact
William Love at (334) 437-1770.**

BUTLER COUNTY BOARD OF EDUCATION

Joseph Eiland, Superintendent
211 School Highlands Road
Greenville, Alabama 36037
TELEPHONE (334) 382-2665
FAX (334) 382-1845

2023-02 LAWN MAINTENANCE BID BID INSTRUCTIONS AND SPECIFICATIONS

The Butler County Board of Education will accept sealed bids until 10:00 a.m. on February 23, 2023 for lawn service according to the specifications below. The bid sheet and other required documents may be mailed or delivered to the Butler County Board of Education. The required **sealed** envelope should be addressed as follows:

Butler County Board of Education
ATTN: Martha Lewis, CSFO
211 School Highlands Road
Greenville, Alabama 36037
SEALED BID: 2023-02 Lawn Maintenance
TO BE OPENED: February 23, 2023 at 10:00 a.m.

The **bid opening** will be held at **10:00 a.m. on February 23, 2023** at the Central Office of the Butler County Board of Education. The **duration** of this contract shall be **from March 1, 2023 through February 29, 2024**. The purpose for this Request for Bid is to establish a one (1) year contract with an option to renew for four (4) additional years with vendor/s that will provide the Butler County Board of Education (hereafter named the Board) with lawn care services. Any contract extension is contingent upon written approval of both the contractor and the Board to be agreed upon for the end of the current contract period (last day of February each year). Contracts will only be renewed by one (1) twelve (12) month period at a time.

A pre-bid walk through should be scheduled with the School's Principal and Mr. Love prior to the bid opening.

SERVICES NEEDED:

- Cut entire campus of School
- Weed-eat around all buildings, walks, ditches, etc.
- Blow off all walks and exterior concrete areas
- Entrance walkways edged
- Number of cuts per month to be determined by principal of school (Approximately 24 Cuts per year)
- 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.
- 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.

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

Services for the period March 1, 2023 through February 29, 2024 are requested for the following sites and are defined below:

<u>Locations</u>	<u>Contact</u>	<u>Contact Number</u>
Site 1 Greenville High School 100 Tiger Drive Greenville, AL 36037	Jamie Howard	(334) 382-2608
Site 2 Greenville Middle School 300 Overlook Road Greenville, AL 36037	Bryant Marlow	(334) 382-3450
Site 3 Greenville Elementary School 102 Butler Circle Greenville, AL 36037	Belinda Cook	(334) 382-7614
Site 4 W.O. Parmer School 100 Butler Circle Greenville, AL 36037	Jackie Thornton	(334) 382-8720
Site 5 Central Office 211 School Highlands Road Greenville, AL 36037	William Love	(334) 437-1770
Site 6 Georgiana School 866 US-31 Georgiana, AL 36033	Deedra Benson	(334) 376-9130
Site 7 McKenzie School 221 Garland Road McKenzie, AL 36456	Michael Collins	(334) 374-2711
Site 8 Area outside GHS Football Field (includes westend hillside area around bleachers and playground area) located on Overlook Road behind Greenville Elementary School contact William Love (334) 437-1770		

1.0 GENERAL SCOPE:

- 1.1 All bids shall be returned on the bid sheet provided by the Board.
- 1.2 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.
- 1.3 The Board 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
- 1.4 Vendors must bid on all sites.

2.0 BID AWARD:

- 2.1 The Board reserves the right to accept or reject any or all bids.
- 2.2 The award will be made in accordance with *Code of Alabama 1975*, Section 16-13B.
- 2.3 The decision of the Board will be final.
- 2.4 The Board 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.

- 2.5 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.
- 2.6 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.
- 2.7 Vendors shall bid on all items within the site. It is the intent of the Board to award the bid to one vendor for all sites, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Board which includes, but not limited to, awarding by site.

3.0 PRICING:

- 3.1 Prices are to be quoted by the 'unit' indicated on the face of the bid sheet.
- 3.2 Prices are not to exceed two (2) decimal places.
- 3.3 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.
- 3.4 The Board reserves the privilege to rebid or renegotiate any item(s) if price(s) are beyond amount anticipated or if negotiations are unsatisfactory.
- 3.5 Firm prices shall be bid.
- 3.6 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.
- 3.7 The Board 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

4.0 QUANTITY:

- 4.1 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 Board.

5.0 QUALITY:

- 5.1 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 Board 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.

6.0 CONTRACT:

- 6.1 The Request for Bid, Vendors Bid, the acceptance of the bid whether in part or whole, and the Letter of Award to the successful vendor shall constitute a contract unless otherwise noted.
- 6.2 Term of Contract: It is the desire of the Board that this contract remain in effect for a period of one (1) year with an option to extend for a second, third, fourth, and fifth twelve-month period with the same pricing, terms, and conditions. The second, third, fourth, or fifth twelve-month period, if agreed by both parties, would begin the day after the first, second, third, or fourth twelve-month period expires. Any successive extension must have written approval of both the Board and vendor no later than 30 days prior to expiration of the previous twelve-month period.
- 6.3 Price Escalation Clause: At the renewal of each contract period, up to a 5% price increase may be allowed, if agreed upon by both the contract vendor and the Board. The request for a price increase must have justifiable proof in writing and be submitted to the Board sixty (60) days prior to renewal date. Justifiable proof may be copies of materials, fuel, or labor costs increase over the current year of the contract. Any price increase allowed will be based on a percentage difference of the current contract price in effect and must not exceed 5%. Any price resulting from an agreed upon increase, must be firm for the next twelve-month period of the contract. The Board reserves the right to grant or deny the request for a price increase.

- 6.4 Contract Commencement: Successful vendor shall immediately, upon *Notice of Award* secure any equipment, services, or other items bid, proceed with the execution of the contractual services of this proposal.
- 6.5 Non-appropriation of Funds: Continuation of any agreement between the Board and a bidder beyond a fiscal year is contingent upon continued Board appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the Board as a result. The Board will not incur liability beyond the payment of accrued agreement payment.

7.0 PAYMENT:

- 7.1 All copies of invoices shall be legible and uniform in size.
- 7.2 Each invoice shall have an authorized signature by the contact person of the location to certify completion of service. (Principal, Asst. Principal, or Bookkeeper)
- 7.3 Invoices shall be issued monthly. A W-9 form must be submitted prior to payment.
- 7.4 Signed invoice should be submitted to central office at the first of each month for the previous month's work in order to receive payment on the 10th of each month. All invoices submitted after the 10th of each month will be paid on the 25th of the month.
- 7.5 Payment of all invoices is the responsibility of the central office, up to 24 cuts per year per site.

8.0 CANCELLATIONS:

- 8.1 The Board 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.

9.0 SPECIAL REQUIREMENTS (must be submitted with bid):

- 9.1 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 and Adv. Injury	\$ 500,000
General Aggregate	\$1,000,000
Products – Comp/Op Aggregate	\$1,000,000
- 9.2 Proof of compliance with the *Code of Alabama*, Section 31-13-1 through 35: Alabama Immigration Law by completing and submitting the following documents:
 - 9.2.1 E-Verify Memorandum of Understanding is required if you employ one or more persons in the State of Alabama. Please visit www.uscis.gov/e-verify to complete this enrollment.
 - 9.2.2 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 Board.
- 9.3 The Board reserves the right to purchase any items and services inadvertently omitted, from the vendor who is awarded a particular category.
- 9.4 The Board 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 the Board.
- 9.5 IF APPLICABLE: All proposals shall include the Butler County Business License number or other applicable Alabama county license number and all required State of Alabama license numbers.
- 9.6 The Board assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

10.0 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:

- 10.1 Failure to use the bid forms furnished by Butler County Board of Education

- 10.2 Failure to provide original forms (no copies allowed)
- 10.3 Lack of signature in black or blue ink by an authorized representative on the bid form
- 10.4 Failure to properly complete the bid documents
- 10.5 Failure to meet bid specifications
- 10.6 Failure to complete the Alabama Immigration Law Compliance Forms
- 10.7 Failure to submit all requested documents
- 10.8 Lack of vendor compliance
- 10.9 Evidence of collusion among bidders
- 10.10 Unauthorized alteration of the bid form
- 10.11 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 Butler County Board of Education is to provide for fair and open competition. Following the Bid Specifications will ensure that all bid proposals are considered.

11.0 HOLD HARMLESS:

- 11.1 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 Butler County School Board. The contractor agrees to pay all Board attorney cost in connection with this article and all other articles of this contract.
- 11.2 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.
- 11.3 The Butler 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/she 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/her employees, assigns and /or agents.

Butler County Board of Education
211 School Highlands Road
Greenville, AL 36037

GRASS CUTTING BID FORM
ONE BID FORM PER CAMPUS

Vendor Name: _____

Lic. Number: _____

Address: _____

Phone: _____

Campus Name/Site Number: _____

Bid amount per cut. Note, this price will be paid for each cut made under this contract. Multiple cuts will be required for the next twelve months. (Approximately 24 Cuts)

Bid amount For Regular Service: _____

Signature: _____

Date: _____

Type or Print Name: _____

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 Butler County Board of Education.

All questions should be directed to:

William Love
Butler County Board of Education
211 School Highlands Road
Greenville, AL 36037
(334) 437-1770

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 – submit 7 forms total)

_____ 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