

**ANNISTON CITY SCHOOLS
DR. D. RAY HILL,
SUPERINTENDENT OF EDUCATION
JOHANNA MARTIN,
COORDINATOR MAINTENANCE DEPARTMENT
4804 McClellan Boulevard
Anniston, Alabama 36206**

REQUEST FOR PROPOSAL

POSTING DATE
May 11, 2021

PURCHASING CONTACT AND TELEPHONE
Ann Battle / Johanna Martin (256) 231-5100

RFP OPENING DATE AND TIME:
RFP TITLE
RFP NUMBER
Contract Dates

Thursday, May 20, 2021 @ 10:00 A.M. CST
"ACS Lawn Service"
MAINT052021
July 1, 2021 – June 30, 2022

NOTE: RFP'S RECEIVED AFTER THE PROPOSAL OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School System of Anniston, Alabama solicits your company on the above referenced goods or services. All terms, and specifications conditions set forth in the Request For Proposal are incorporated by this reference to your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School System's Accounts Payable Department at 4804 McClellan Boulevard, Anniston, Alabama 36206 by the Request for Proposal Opening Date and Time referenced above. All envelopes containing sealed proposals must reference the "RFP Title", RFP Number", and the "RFP Opening Date & Time". The School System is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the one submitting the proposal. Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RFP. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY.

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the company hereby represented, and that the company being represented is authorized to do business in the State of Alabama and hereby certifies that he/she has examined and fully comprehends the requirements of and specifications for **REQUEST FOR PROPOSAL TO PROVIDE MAINTENANCE AND PARTS FOR THE ANNISTON CITY SCHOOLS MAINTENANCE DEPARTMENT.**

We propose to provide Lawn care Services and if the contract is awarded to us, we will provide those services in accordance with your requirements and specifications unless otherwise indicated.

COMPANY NAME _____

ADDRESS: _____

CITY/STATE: _____

FEDERAL EMPLOYEES IDENTIFICATION NUMBER (FEIN) _____

TELEPHONE NUMBER (_____) _____ EXTENSION _____ FAX NUMBER (_____) _____

PRINT/TYPE AUTHORIZED PERSON _____

TITLE: _____ DATE _____

SIGNATURE: _____
(Officer of the Company)

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Suspension, and Other
Responsibility Matters – Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Please provide all requested information for each reference.

Company Name:

Business Type:

Contact Person:

Telephone:

Email:

Date Last Supplied Products or Services:

Company Name:

Business Type:

Contact Person:

Telephone:

Email:

Date Last Supplied Products or Services:

Company Name:

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VENDOR QUESTIONNAIRE

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

Yes No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?

Yes No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No

Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes No

STATEMENT OF NO PROPOSAL

If you are not interested in submitting a proposal on this service/commodity, please complete and return this form to:
Accounts Payable, Anniston City Schools; P O Box 1500; Anniston, Alabama 36202. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified interested party's list for the Anniston City School District.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to proposal on your proposal No. MAIN052021 for **Maintenance Lawn Care Services** because of the following reasons:

_____ We do not offer this service or the equivalent.

_____ Insufficient time to respond to the Request For Proposal.

_____ Remove our name from this proposal list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the interested party certifies that:

- 1. This proposal has been independently arrived at without collusion with any other interested party or with any competitor.
- 2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals to any other interested party, competitor or potential competitor.
- 3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a proposal.
- 4. The person signing this proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the interested party as well as the person signing in its behalf.

COMPANY: _____

PRINT/TYPE NAME
OF AUTHORIZED PERSON: _____ TITLE: _____

SIGNATURE: _____
(Officer of the Company)

EMPLOYEE LIST

<u>Name</u>	<u>Position</u>	<u>Background Clearance</u>

Notice of Alabama Immigration Law Compliance Requirements for Awarded Contracts or Agreements with Anniston City Schools Board of Education

As a Contractor, as defined in the Act, to the ANNISTON CITY SCHOOL SYSTEM (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 and as further amended by Act No. 2012-491.

Every contract or agreement entered into by the Board as a result of a competitive bid process 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 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. **By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.**

Contractor shall 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 submit to the Board a copy of the e-Verify 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 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 _____

Equipment List

<u>Type of Equipment</u>	<u>Brand</u>	<u>If Lawn Mower Cutting size</u>	<u>Rating Completed by Maintenance Personnel of System</u>

Mandatory Bidder Meeting:

There will be **mandatory** bidder meeting on **Monday, May 17, 2021 at 3:00 p.m.** The meeting will commence at the Central Office (4804 McClellan Blvd.) location, and each bidder will be allowed to review each site and ask questions regarding the scope of work to Mr. Ken Goble and/or the Site Contact. We will only meet one day with all parties at the same time interested. **NO PRIVATE SHOWING.** A list of all the properties will be provided at the meeting. The meeting will last approximately ninety (90) minutes.

Bid Response Form:

Site	Site Name	Address	Site Contact	Cost Per Cut for Scope of Work	Cuts Per Year	Total Cost Per Site
1	High School	1301 Woodstock Ave.	Ken Goble			
2	Lott Mosby Stadium	308 E 18 th Street	Ken Goble			
3	High Baseball Field	500 E 18 th Street	Ken Goble			
4	Middle School	4800 McClellan Blvd.	Ken Goble			
5	Cobb Pre-K Academy	1325 Cobb Ave.	Ken Goble			
6	Golden Spring Elementary School	100 Feary Drive	Ken Goble			
7	Randolph Park Elementary	2200 West 17 th Street	Ken Goble			
8	Tenth Street Elementary School	1525 East 10 th Street	Ken Goble			
9	Norwood	2829 Walnut Ave	Ken Goble			
10	12 th Street	1000 West 12 th Street	Ken Goble			

Company Name: _____

Company Address: _____

Phone Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name: _____

PROPOSAL CHECKLIST

Check each of the following as the necessary action is completed.

- () 1. Read all proposal requirements and specifications
- () 2. The proposal price is included
- () 3. Addendum (if any) has been signed and is included
- () 4. Proposal security is enclosed
- () 5. The proposal has been signed
- () 6. The mailing envelope has been properly addressed
- () 7. The mailing envelope has been sealed and marked with the proposal title, proposal number and proposal opening date

PROPOSAL REQUIREMENTS

Purpose:

To provide services to the Anniston City Schools Maintenance Department for the purpose of maintaining the care of lawns and minor landscaping. The person should be able to complete the following tasks.

Specifications

1. All school sites shall be mowed and trimmed to maintain a neat, uniform appearance. Please see the site list on Page 11 of this document.
2. School sites shall be trimmed and edged every time they are mowed. Trimming shall be done in all areas that inaccessible to mowing equipment. This includes lines, backstops, play areas, playground equipment, under fixed bleachers, next to buildings, and around all other obstacles to provide a neat and even appearance to the entire site.
3. Shrubbery should be cut back as deemed necessary by the Contractor in keeping with the schools overall neat, uniform appearance.
4. Each cutting/trimming/edging shall be completed the same day or on consecutive days.
5. Blow off all walkways and exterior concrete areas.
6. All litter cut during the mowing of each campus must be picked up and disposed of prior to or after moving. Excessive trash seen on campus should be reported to the Principal or Facilities Coordinator.
7. Follow calendars for lawn care and services for a one year period
8. The contract will cover the following areas for lawn services:
 - a. Anniston High School
 - b. Anniston High School Football Stadium- the perimeter area (including the actual football field); the playing surface clippings will be bagged or swept on each cut.
 - c. Anniston City Schools Baseball Field and practice field as well as the track area; the playing surface clippings will be bagged or swept on each cut.
 - d. Anniston Middle School
 - e. Cobb Preparatory Academy
 - f. Golden Springs Elementary
 - g. Randolph Park Elementary
 - h. Tenth Street Elementary
 - i. Norwood Elementary
 - j. 12th Street
9. Provide some landscaping services such as planting of flowers; addition or removal of shrubs; removal and placement of pine straw in beds and around trees. District will provide all necessary materials and vendor will supply labor and tools necessary.
10. Provide a list of all lawn equipment you will use to fulfill the requirements of this contract
11. Removal of limbs and other debris from schools on a bi-monthly basis beginning in November – March of each year
12. Cutting of lawns once a month beginning in December - February, but 2x in November.
13. Cutting of the lawns during the months of March - October on a weekly 7 day cycle which could be altered depending upon dry or wet weather conditions.
14. A list of anticipated employees (updated as workers leave or new workers are hired) and a copy of their background checks completed by the appropriate agency. All workers will wear picture ID's provided by the system while on school property.

15. A copy of both the city license and the performance bond.
16. Proof of liability of insurance for one million dollars of coverage – and must be able to show this as current at any time – failure to renew or keep in force is grounds for immediate termination of services. Provide a copy of the insurance policy or a certificate of insurance. Request that ACS be named as an additional name insured on the policy.
17. All necessary papers filed with the appropriate agency for companies filing as Incorporated or other type companies requiring annual reporting.

***ADDITIONAL:**

***Two additional cuts on ONLY the surfaces of the Football and Baseball Field during playing season.**