November 6, 2026

INVITATION TO BID

STATE OF ALABAMA
COUNTY OF SHELBY

SEALED BIDS FOR JANITORIAL SERVICES AS PER SPECIFICATIONS

Sealed bids for Janitorial Services for Shelby County will be received in the office of the Chief Financial Officer, Shelby County Administration Building, 200 West College Street, Room 125, Columbiana, Alabama 35051 until November 24, 2026 at 2:00 p.m. at which time bids will be opened publicly and read. The County Commission reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsive and responsible bidder. Bids submitted are firm and no claims for errors will be considered after bids are opened and subsequent thereto.

At the time that this Invitation is issued, all informal communications with the County regarding this solicitation shall cease. All questions must be submitted in writing to gcriss@shelbyal.com. Responses will be in the form of an addendum. All questions must be submitted no later than 48 hours from bid opening.

There will be a **mandatory pre-bid conference held on November 19, 2026 at 10:00 a.m.** in the conference room of the Facilities & General Services Building, 280 McDow Road, Columbiana, Alabama 35051. The pre-bid conference begins promptly at 10:00. No late arrivals will be admitted. No bid will be accepted from a Contractor who does not have representation at the pre-bid conference. However, the County reserves the right to waive this requirement if in their judgement the best interest of the County will thereby be promoted.

No building square footages will be provided by the County and bid should not be based solely on a building's square footage.

GENERAL INFORMATION

All bidders must use the proposal form provided for submitting their bid. All bids must be sealed and marked in the lower left-hand corner **"BIDS – JANITORIAL SERVICES"** with opening date and time. Late bids will not be opened. Bids will not include State sales tax or Federal Excise Tax.

Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file and Commission Minutes.

Use of trade names and numbers within these specifications shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

All goods or services provided pursuant to this bid shall be subject to all applicable federal, state, and local laws. At a minimum, the following laws shall apply:

Immigration Law. As required by Ala. Code § 31-13-9, by signing this contract, grant, or other agreement, 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.

Open Trade. Consistent with Ala. Code § 41-16-5, contractor by represents and agrees that 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.

Economic Boycott. Contractor verifies that the company, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as defined by Ala. Code § 41-16-160.

Bids **must** be accompanied by the following forms certifying compliance of laws as provided above:

1. Beason Hammon Certificate (attached for convenience)
2. Everify MOU with DHS (may be accessed at www.everify.gov)
3. Certificate of Compliance with Act 2016-312 (attached for convenience)
4. Certificate of Compliance with Act 2023-409 (attached for convenience)
5. W-9 (may be accessed at https://www.irs.gov/pub/irs-pdf/fw9.pdf)

The County takes its responsibility under the Alabama Open Records Act very seriously. Any bids or submissions shall be considered by the Commission to be a public writing and subject to request pursuant to Ala. Code §§ 36-12-40, *et seq.* Should bidder believe that any part of its submission is exempt from public review, bidder shall submit a separate, redacted copy prominently marked as "REDACTED," accompanied with a letter detailing each redacted section and the legal exception therefore (*e.g.,* trade secret or proprietary). For the avoidance of doubt, the Bid Form and pricing information submitted shall not be considered as confidential, trade secret, or proprietary and will be subject to public disclosure whether or not redacted by bidder. By submitting a redacted copy, bidder shall indemnify and hold harmless and fully participate in the defense of the County in response to any open records request and any and all legal claims, lawsuits, or complaints of whatever nature, including any remedies at law or equity, as well as attorney's fees costs relating to the defense or to any prevailing party, associated with the redacted portions of bidder's submission.

SITE VISIT

It is strongly recommended that interested contractors visit the buildings included in the work. Failure to do so will not relieve the contractor from meeting all contract requirements. Visits must be coordinated with Ginger Criss at 205-670-6462.

Immediately following the pre-bid conference, a tour of the County facilities included in this bid package will be conducted. This will be the best opportunity to tour the facilities prior to bids being received. Attendance of the pre-bid conference **tour** is not required, but strongly recommended.

DISQUALIFICATION OF BIDS

Bids may be disqualified before awarding of the contract for any of the following:

A. Failure to mark envelope as required;
B. Failure to sign or notarize the bid document;
C. Failure to include requested information or other details of the bids; or

METHOD OF AWARD

The award will be made to the lowest responsive and responsible bidder meeting specifications. It is not the policy of the Shelby County Commission to award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service and experience are among the factors that may be considered in determining the responsive bidder. Bidders must submit with their bid a minimum of three commercial client references with at least one reference covering janitorial servicing of 50,000 square feet or more of commercial office space for two or more years commensurate with the janitorial services denoted within these specifications. Any Bidder may be required to furnish additional evidence satisfactory to Shelby County that they have sufficient experience to assure completion of the services described in a satisfactory manner and that their current staff and workload allows for sufficient capability to furnish the service required. Successful Bidder shall submit any additional information required as described within 48 hours after bid time.

The method of award shall be the lowest combined bid for all areas. However, the County reserves the right to award the bid to multiple contractors per area if deemed to be in the best interest of the County. Successful bidder will be notified of the award, and successful bidder and the County will enter into a contract in substantially the same format as provided herein. Buildings have been divided into areas as shown on the proposal form.

Upon the awarding of this contract and bid, Shelby County has the sole right to end said contract at any time at Shelby County's sole discretion.

CONTRACT PERIOD / PRICING

The period of this contract will be for one (1) year from date bid is awarded. This contract may be renewed for up to three (3) years from the initial award date upon the agreement of both parties with the pricing remaining the same as the initial bid.

Pricing may be adjusted each year, on the anniversary date of this contract, based on the Consumer Price Index for all Urban Consumers (CPI-U) as determined by the Bureau of Labor Statistics of the United States Department of Labor.

REQUIREMENTS FOR CONTRACTORS

After award, the Bidding Contractor will provide before use, a list of all cleaning compounds, chemicals, sealers, floor finish, etc. by manufacturer's name with MSDS sheets. Also provide a list of expendable supplies to be provided by Contractor stating item quality and manufacturer's name.

Supplies and chemicals used for cleaning will be checked regularly in order to ensure the appropriate quality and quantities are maintained.

Bidding Contractor will be required to provide evidence of a Certificate of Insurance which provides Workman's Compensation for contractor's employees for duration of contract, and a minimum $1,000,000 (One Million Dollars) in General Liability insurance naming Shelby County as an additional insured. The above noted insurance must be with an A or A+ company. Evidence of all insurance coverages must be submitted with bid.

Evidence of Workman's Compensation and general liability insurance shall be received within 20 calendar days after bid award. Bidder is required to have **on-site non-working supervisor** during the hours his/her employees are working. Building inspection reports will be made weekly to the Shelby County Department of Facilities and General Services and kept on file for review by the Shelby County Commission and/or County Manager.

Contract services are required to begin on January 9, 2027.

Bids will be valid for sixty (60) days.

Please provide your bid response in triplicate, one original and two copies.

Bids will not include State Sales Tax or Federal Excise Tax.

Chad Scroggins
County Manager

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (Act 2011-535, as amended by Act 2012-491)

STATE OF ALABAMA §

§

COUNTY OF _____ §

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____with Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter "the Act").

2. Using the following definitions from Section 3 of the Act, Contractor has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

   BUSINESS ENTITY. *Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:*

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. *Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.*

   _____(a) Contractor is a business entity or employer as those terms are defined in Section 3 of the Act.
   _____(b) Contractor is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

3. 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.

4. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312
(BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____,
(the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor and is authorized to provide the representations set out in this Certificate as the official and binding act of Contractor and has knowledge of the provisions of Alabama Act 2016-312.

2. In compliance with said Act, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ACT 2023-409

(ECONOMIC BOYCOTT CERTIFICATE)

The undersigned, as a duly authorized representative of _____, (the "Contractor") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Contractor named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act 2023-409 of the Alabama Legislature.

2. The Contractor is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.

3. The Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contractor does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
   a. Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
   b. Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
   c. Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
   d. Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
   e. Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this _____ day of _____, 20_____.

CONTRACTOR NAME: _____

By:

Signature: _____

Printed Name: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____