

**BID #20-15 Bus Miscellaneous Parts
February 27, 2020**

INSTRUCTIONS TO BIDDERS

Madison County Board of Education will receive sealed bids for all equipment, supplies and services hereinafter described and specified, to be delivered to **the specific Madison County School stated on the Purchase Order.**

All proposals must be in sealed envelopes and shall be in the hands of Janet Elliott, Purchasing Agent, no later than **February 27, 2020 @ 9:45 a.m.** The bid opening will be held at **9:45 a.m. on February 27, 2020** in the office of the Purchasing Agent, 1275-F Jordan Road, Building B, Huntsville, Alabama.

Sealed bids may be **mailed** to Madison County Board of Education, ATTN: Purchasing Department, P.O. Box 226, Huntsville, Alabama 35804, or **delivered** to the Purchasing Agent located at the Madison County Board of Education Central Office, 1275-F Jordan Road, Building B, Huntsville, Alabama 35811.

Proposals for furnishing the equipment shall be filled out where called for in the blank spaces on proposal forms. The original signature shall be in longhand and shall be the legal name of the bidder, or the authorized to sign. The completed form should be without interlineation, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.

No oral, telegraphic or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to fully inform himself as to all conditions and limitations.

All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the equipment manufacturer at no cost to the owner.

All bids shall remain in force for a period of **one year** and may be accepted or rejected by the owner at any time prior to the expiration of this period.

The owner reserves the right to reject any/or all bids as may be deemed best for his interest, and reserves the right to award the contract or contracts to other than the low bidder if in the interest of ultimate economy and standardization to do so.

All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted.

Items furnished, as a result of this bid **shall be delivered prices** to purchaser, and must meet or exceed the specifications indicated on the quotation sheet. Items not conforming to

specifications may be rejected and returned at the vendor's expense. Delivery may be to several different locations within our school system with or without docks.

Items not delivered in accordance with the specifications general and/or special conditions of this bid concerning quantity and quality, etc., may be purchased on the open market and any increase of cost over the bid price shall be charged to the vendor.

All materials, equipment, etc., shall be new and of kind specified, and shall be in undamaged condition when turned over to the owner. Vendor shall be responsible for making any claims for items received damaged in shipment.

All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.

Reference to brand name, manufacturer's suppliers, catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met. It is the owner's intent not to accept a lesser quality than is set forth in these specifications. Manufacturer's specifications shall prevail as if written in full detail.

All bidders are to submit bids on proposal forms furnished by the Madison County Board of Education, which are enclosed. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.

If stated in specs, each bidder must submit with his proposal a CERTIFIED CHECK or ORIGINAL BID BOND equal to 5% of the total bid if the contract amount exceeds ten thousand dollars (\$10,000.00), but in no event no more than ten thousand dollars (\$10,000.00) must accompany the bidders proposal. The successful bidders' certified check or bid bond will be returned upon execution of the contract. All other checks and bid bonds will be returned to unsuccessful bidders.

Quantities given herein are believed to be correct, but the right to alter or vary these quantities, or the right to purchase additional materials above the stated herein at the bid price is reserved.

Questions concerning this bid should be directed to: **Janet Elliott, Purchasing Agent for the Madison County Board of Education, Phone: 256-852-2557 X 61601 or by email at: jelliott@mcssk12.org.** Email is the preferred way of communication.

BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

I. GENERAL INFORMATION

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Madison County Board of Education's "BID SHEET" form, and shall govern the selections of the items listed.
- B. All bids shall be returned on the form provided by the Madison County Board of Education Purchasing Department.
- C. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request.
- D. The Madison County Board of Education may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- E. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive and their bid bond/check will be forfeited to the Madison County Board of Education. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- F. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indication the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- G. Vendors shall bid on all items within the specified group/category. It is the intent of the Madison County Board of Education to award the bid by groupings/categories or as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Madison County Board of Education.
- H. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.

- I. The Madison County Board of Education is tax exempt from all tax (Tax I.D. 63-6000974). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.
- J. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected. All bids must also include the business name and address on the outside of the envelope. If vendor is a contractor the general contract number should also be written on the outside of the envelope.

II. METHOD OF AWARD

- A. The Madison County Board of Education reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.
- B. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to the individual schools and other various locations within Madison County.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.
- D. A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting requirements and specifications.
- E. The Madison County Board of Education reserves the right to accept or reject any or all bids.
- F. The award will be made in accordance with Code of Alabama 1975 Section 16-13 B-1 – B11.
- G. The decision of the Madison County Board of Education will be final.
- H. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in I. General Information, Paragraph D., that will best serve the interest of the Madison County Board of Education.

III. CONTRACT PERIOD

The contract period shall be **(May 1, 2020 through April 30, 2021)**.
Three month, six month and one year bids maybe renewed up to five years if both parties agree to terms and conditions.

IV. PRICING

- A. Prices are to be quoted by the "Unit" indicated on the face of the "Bid Sheet" form.
- B. Prices are not to exceed two (2) decimal places.
- C. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item, in the quantity as stated on the bid; delivered to the various locations, in amounts ordered.
- D. Madison County Board of Education reserves the privilege to rebid or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.

V. QUANTITY

The quantities of items specified herein are based upon estimated use. Because quantities listed are estimated, they may be increased or decreased according to needs of various locations.

VI. BACK ORDERS

- A. Items temporarily out of stock shall be a minimum. When this occurs, the Purchasing Agent or designated representative may determine the method used to obtain such items. Alternative procurement methods will only be utilized for temporary shortages.
- B. If items are out of stock, the Purchasing Agent will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

VII. CANCELLATION

No item in the bid is to be canceled without the prior consent of the Madison County Board of Education.

VIII. DEFAULT

- A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the Madison County Board of Education, without the consent of said Madison County Board of Education, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the Madison County Board of Education's mailing list, for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the Madison County Board of Education shall constitute grounds

for the cancellation of the contract, and shall be excluded from the mailing list of all purchases of the Madison County Board of Education.

IX. SPECIAL REQUIREMENTS

- A. Madison County Board of Education reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- B. Madison County Board of Education reserves the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if continuation of the contract or category is determined to be inconsistent with the best interests of Madison County Board of Education.
- C. **All contractors submitting proposals for service type and/or construction type contracts, shall provide a copy of Madison County and all required State of Alabama license(s) within 48 hours of the bid opening date and time. License numbers and residency shall be written on proposal/quote/bid sheet. General Contractor License number shall also be written on the outside of the bid envelope.**

A "General Contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

- D. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following reasons:
 - a. Failure to use the bid forms furnished by the Madison County Board of Education.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Failure to list bid number, name of bid, and vendor name and address on outside of sealed envelope as well as general contractor number if required.
 - e. Lack of vendor compliance.
 - f. Evidence of collusion among bidders
 - g. Unauthorized alteration of the bid form.
- E. The Madison County Board of Education assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
- F. Where both Instructions To Bidders (ITB) and Special Conditions relate to the same thing, the Special Conditions will prevail; that is, the specific language will take precedence over the more general wording, however, where both the ITB

and Special Conditions may be given reasonable effect, both are to be retained.

X. MANUFACTURER'S NAME AND SUBSTITUTIONS

- A. Any bidder wishing to supply alternate equipment other than that specified shall submit a request for substitution to the Madison County Board of Education at the Pre-Bid Conference or at least ten (10) days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled.
- B. If APPLICABLE - Bidders requesting such substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitution will require changes in mechanical or electrical or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.
- C. In addition, a request for substitution must be accompanied by the manufacturer's specifications and a "Substitution Request Form" which provides the Madison County Board of Education with a detailed description of the manner in which proposed substitution conforms and/or varies from the item specified. No request for substitution will be considered without an accompanying "Substitution Request Form".
- D. It is understood by the Madison County Board of Education that no agent, dealer, broker or agency may bind a manufacturer beyond the manufacturer's own printed literature. Therefore, any party submitting a Substitution Request Form stating compliance with a feature specified for the prime specified item or as an option for that item in the manufacturer's literature, may be accompanied by a letter on the Manufacturer's own letterhead stating that the manufacturer shall comply with the specified feature and such compliance shall not adversely affect the manufacturer's product performance, reliability, durability, appearance or affect the warranty.
- E. If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitution Request Form", the Contractor shall, at the discretion of the School Board, bring the equipment into compliance with the specifications at his own cost. In consideration of the job stage at the time of final inspection, the Contractor shall take no more than 5 working days to make this replacement. Bidders are encouraged to review the replacement. Bidders are encouraged to review the "Substitution Request Form" prior to using such items in their bid. Awarded Contractor shall be responsible for deviations not detailed in the "Substitution Request Form" submitted FROM ANY SOURCE. Approval of submittals by the Madison County Board of Education does not relieve the Contractor of this condition. The "Substitution Request Form" can be found at the end of this document.

- F. No request for substitution will be considered after the Pre-Bid Conference or after 10 days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled, except in instances where the item is no longer available. The Madison County Board of Education Purchasing Agent or designated representative will approve exceptions when availability of product is in question.

**MADISON COUNTY BOARD OF EDUCATION
SUBSTITUTION REQUEST FORM**

VENDOR NAME _____ BID # _____

BID NAME _____

ITEM # _____

ITEM DESCRIPTION _____

REQUESTED SUBSTITUTE

HOW IS SUBSTITUTE SIMILAR*

HOW IS SUBSTITUTE DIFFERENT* _____

MANUFACTURERS SPECS MUST BE INCLUDED

APPROVAL DATE

APPROVED BY

Proposal Check List

The following is a checklist of requirements developed by the Madison County Board Of Education Purchasing Department that may assist in the preparation of your proposal. This list is not all-inclusive and is made available for your convenience. The *Instructions to Bidders* and *Addenda* (if issued) specify all proposal requirements and should be read thoroughly to ensure that all bid requirements are met. The following list identifies some common reasons why bids are rejected and considered non-responsive:

- Bid opening date and time (late submission)
- Original signatures and date on proposal required (copies submitted)
- Proposal should be without: interlineations, alteration or erasure (do not use white out, do not line through and initial, do not change figures on pricing sheet, etc. Pricing sheet should be without corrections.) ***
- Bid Bond/Certified Check requirements (in bold print on 2nd page) ***
- Product specifications do not meet requirements
- Incomplete bids ***
- Bids not identified on UPS, Federal Express, etc. packages, thus inadvertently opened ***
- Vendor name and address not written on outside envelope. (Very important for mandatory pre bid conference participants.)
- Bid not sealed.
- Copies of licenses not submitted when required along with license number written on bid sheet ***
- General Contractor number not written on outside envelope.
- Failure to use bid forms supplied with bid packet
- Failure to fill out bid form correctly
- Late substitution requests (see X. Manufacturer's Name and Substitutions)
Note: *** - Most common reasons why bids are rejected.

Please read the *Instructions to Bidders* for specific requirements as they can change from bid to bid. The goal of the Purchasing Department is to provide for fair and open competition. Following the *Instructions to Bidders* will ensure that all proposals are considered.

Thank you.

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

PRIMARY CONTACT _____

EMAIL ADDRESS _____

MADISON COUNTY BUSINESS LICENSE # _____

STATE OF ALABAMA BUSINESS LICENSE # _____

E-VERIFICATION # _____
(Attach copy of your E-Verification-Immigration form)

For all Contracted Professional Services please attach a copy of your Certificate of Liability Insurance.

For all Contracted Professional Services please attach a copy of your Contractor's License.

For all Contracted Professional Services that will drive on Madison County Board of Education Property, please provide a copy of your Automobile Liability.

Is the Company a minority or woman owned company? Yes _____ No _____

NA BID BOND/BID CHECK **REQUIRED** AND ATTACHED IF CONTRACT AMOUNT EXCEEDS \$10,000.00

SIGNATURE

PRINTED NAME

TITLE

DATE

Payment/Procedure Terms

The Madison County Board of Education has two options in place to make payments from this solicitation.

Option I - Mastercard Commercial Card

This form of payment significantly reduces payment time to three to five days once services are rendered and the invoice is submitted. Option I agrees to accept the MasterCard Commercial Card as an acceptable form of payment and may not add additional services fees/handling charges to purchases made with the MasterCard Commercial Card.

**Authorized Signature to accept
Mastercard Commercial Card: _____**

Date: _____

Option II - Check

This form of payment will be processed on the next scheduled check run for the month once services are rendered and invoice is submitted. Option II agrees to accept a check as an acceptable form of payment.

**Authorized Signature
to accept payment by Check: _____**

Date: _____

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 125-49, 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 with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier 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 of 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 lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall 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 with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Nonprocurement List.
8. 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.
9. Except for transactions authorized under paragraph 5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the LOCAL BOARD OF EDUCATION ("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 Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

Every contract entered into by the Board 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. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also 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 attach to its affidavit the E-Verify Program for Employment Verification and 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 contract, to employ in the State of Alabama any illegal or undocumented alien 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 receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of Board and shall 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. Contractor shall Require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. 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 obligation 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