

BID#2021-02 BJHS Tennis Courts Repair & Resurfacing Bid

DATE: December 2, 2020

INSTRUCTIONS TO BIDDERS

Madison City Board of Education will receive sealed bids for **BID#2021-02 BJHS Tennis Courts Repair & Resurfacing Bid** hereinafter described and specified in Exhibit A.

All proposals must be in sealed envelopes and shall be in the hands of Crystal Ward, Madison City Central Office Bookkeeper, no later than **9:59 a.m. on December 2, 2020**. The bid opening will be held at **10:00 a.m. (Central Standard Time) on Wednesday, December 2, 2020** at the Madison City Board of Education Central Office, 211 Celtic Drive, Madison, Alabama.

Sealed bids may be **mailed** to Madison City Board of Education, ATTN: Crystal Ward, Madison City Central Office Bookkeeper, 211 Celtic Drive, Madison, AL 35758, or **delivered** to the Madison City Board of Education Central Office located at 211 Celtic Drive, Madison, AL 35758.

Proposals for furnishing the equipment shall be filled out where called for in the blank spaces on the bid sheet 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 interlineations, 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 (1) Year** and may be 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 the 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.

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 bid sheet proposal forms furnished by the Madison City 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.

Each bidder must submit with his proposal a CERTIFIED CHECK or ORIGINAL BID BOND payable to the Madison City Board of Education for an amount 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). 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 regarding the technical aspects of the bid should be directed to:

Michael Gunner
Madison City Board of Education
(256)464-8370 ext 11247
mhgunner@madisoncity.k12.al.us

Questions regarding the formalities of the bid process should be directed to:

Crystal Ward
Madison City Board of Education
(256)464-8370 x 10372
clward@madisoncity.k12.al.us

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 City Schools' "BID SHEET" form, and shall govern the selections of the items listed.
- B. All bid forms shall be signed and dated by the vendor on the forms provided and then returned to the Madison City Schools Board of Education Purchasing Department. If not signed and dated, it will be considered as non-responsive to the bid request. Three (3) non-responsive bid requests will result in a vendor being removed from the Madison City Schools Board of Education's vendor list.
- C. 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 proposals 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.
- D. If installed by the vendor, the vendor is responsible for the prompt removal of all debris resulting from this bid.

- E. The Madison City Schools 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.
- F. 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 City Schools. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- G. 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.
- H. Vendors shall bid on all items within the specified group/category. It is the intent of the Madison City Schools 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 City Schools.
- I. 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.
- J. The Madison City Schools is tax exempt from all tax (Tax I.D. 63-1192346). This statement is in no way to be construed as relieving the seller or contractor from their tax obligation.
- K. 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.
- L. The Madison City Board of Education does not discriminate on the basis of race, color, national origin, sex, disability, religion, or age in its programs and activities, and provides equal access to the Boy Scouts and other designated youth groups. The following person(s) have been designated to handle inquiries regarding non-discrimination policies:

Coordinator of Personnel

[211 Celtic Drive, Madison, AL 35758](http://www.madisoncityschools.org/211-Celtic-Drive-Madison-AL-35758)

256-464-8370 Ext. 10323

II. METHOD OF AWARD

- A. Madison City Schools 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 City.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, the 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 the requirements and specifications.
- E. The Madison City Schools 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- B-11.
- G. The decision of the Madison City Schools 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 E., that will best serve the interest of the Madison City Schools.

III. **CONTRACT PERIOD**

- A. The contract period shall be for **One (1) Year**.

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 for each item, in the quantity as stated on the bid; delivered to the various locations, in amounts ordered.
- D. Firm prices shall be bid and include all packaging, handling, shipping, and delivery charges to the mentioned destination of the Madison City School's locations(s) as listed on the Purchase Order. Each carton or package for each purchase order to have the following information: Name of School, Care of Madison City Schools, Individual's name on the order, Purchase Order Number, Serial Number (if applicable).
- E. Madison City Schools reserves the privilege to rebid or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.

V. **QUANTITIES**

- A. 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.
- B. Bidders are cautioned that to incur financial obligations by purchasing materials not normally stocked for this bid will not be reason for reimbursement of costs incurred.

VI. METHODS OF PURCHASING

- A. Once the bid is approved, a letter will be issued to the awarded vendor(s). This letter does not authorize purchases of material or equipment. Purchase orders will be issued as authorization for all purchases. If the supplier fails to deliver items within the time specified, Madison City Schools reserves the right to award the bid to the next lowest responsible bidder.

VII. BACK ORDERS

- A. Items temporarily out of stock shall be a minimum. When this occurs, the Procurement Director 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 Procurement Director will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

VIII. CANCELLATION

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

IX. 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 City Schools, without the consent of said Madison City Schools, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the Madison City Schools' 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 City Schools shall constitute grounds for the cancellation of the contract, and shall be excluded from the mailing list of all purchases of the Madison City Schools.

X. INDEMNITY

- A. The responsible bidder shall indemnify and hold harmless the Madison City Schools, its officers and employees from all loss, claims, suits or actions of every kind and character made upon or brought against the Madison City Board of Education, its officers and employees for or sustained by any party or parties as a result of any act, error omission or negligence of said responsible bidder or its servants, agents and subcontractors; and also from all claims of damage in fulfilling this contract.

XI. SPECIAL REQUIREMENTS

- A. Madison City Schools reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- B. Madison City Schools 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 City Schools.
- C. **IF APPLICABLE:** All contractors submitting proposals for service type and/or construction type contracts, shall provide a copy of Madison City 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. **It is incumbent upon the bidder to provide the required type of license for the item(s)/services being bid.**

D. IF APPLICABLE: A copy of the General Contractor's license shall be submitted at bid opening.

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.

- E. 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 City Schools.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Lack of vendor compliance.
 - e. Evidence of collusion among bidders
 - f. Unauthorized alteration of the bid form.
- F. The Madison City Schools assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
- G. 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.
- H. The project may commence as soon as Performance & Payments bonds are submitted to the Purchasing Department. The project must be completed by August 5, 2019. Allowances will be determined by the Madison City Schools. There will be a \$100 per day assessment for non-completion.
- I. Successful bidder shall provide, prior to initiating work, a Performance Bond equal to 100% of total contract price and a Payment Bond, equal to 100% of total contract price.**
- J. The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.**
- K. Delivery Envelope: Title 34, Chapter 8, Section 34-8-8 Code of Alabama 1975, requires licensing for general contracting when the cost of the work exceeds amounts established by the State Licensing Board for General Contractors. Under this law it is incumbent upon the design professional and Awarding Authority to require each bidder to show evidence of this license before bidding. In the absence of such evidence, a bid shall not be received or considered. Therefore, the outside of the envelope in which a bid is delivered must bear the bidder's name and state license number for general contracting and the envelope must be sealed. The bid must**

not be received in the absence of any of these features. The sum being bid may be changed by the bidder by writing this change in price, over the bidder's authorized signature, on the envelope; however, if the sum being bid is revealed on the envelope, the bid no longer constitutes a "sealed bid" and must not be received. No change in price may be made after the time designated for receipt of bids.

L. The Madison City Schools has the option in place to make payments via Purchasing Card instead of a check for purchases from this solicitation. This form of payment significantly reduces payment time to three to five days once services are rendered and the invoice is submitted. Unless exception is noted in the bid response, the bidder, by submitting a bid agrees to accept the Purchasing Card as an acceptable form of payment and may not add additional services fees/handling charges to purchases made with the Purchasing Card.

M. Bidders may not use any sub-contractors for awarded services and/or materials/goods.

XII. DRUG TESTING AND BACKGROUND CHECK

Under no circumstances shall an employee or contractor of the responsible bidder be permitted on Madison City Schools' property if the employee or contractor reports to work under the influence of illegal drugs or alcohol or is a registered sex offender. After the award has been made, the lowest responsible bidder must have all of their employees who will be working on school property register through the Alabama Applicant Processing Service (AAPS) for a background check.

Step 1 – Registration

Alabama applicants **MUST** be registered online prior to arriving at a fingerprint location. Currently only Alabama State Department of Education (ALSDE) applicants may use AAPS.

Option 1: Online Registration (www.cogentid.com/AL or www.cogentid.com/alabama)

- a. **DO NOT** use www.cogentid.com/al.
- b. Applicants are responsible for their own registration. Information incorrectly entered during registration and submitted during fingerprinting **CANNOT** be corrected and is the responsibility of the applicants. Changes to incorrect registration data **MAY** be corrected online or by telephone prior to fingerprint submission

Option 2: Telephone Registration 866-989-9316

- a. Cogent encourages **ALL** applicants to register online.
- b. Applicants are responsible for their own registration. Information incorrectly entered during registration and submitted during fingerprinting **CANNOT** be corrected and is the responsibility of the applicants. Changes to incorrect registration data **MAY** be corrected online or by telephone prior to fingerprint submission.

Option 3: Out-of-State Applicants/Paper Fingerprint Cards

Out-of-State applicants may submit a completed fingerprint card **AND** a money order or cashier's check in the amount of \$54.90 made out to Cogent Systems. Applicants must register **ONLINE** prior to mailing in fingerprint card **AND** must include their **REGISTRATION ID**. Submit fingerprint cards to:

3M Cogent
ALSDE Cards Scan
639 N Rosemead Blvd
Pasadena, CA 91107

Step 2 – Payment

Fingerprint Fee is \$46.90 for in state applicants.

- a. Applicants may pay online during registration using a debit or credit card.
- b. No cash, credit card or business checks are accepted at the fingerprint locations.
- c. Applicants may pay at the fingerprint site with money order or cashier check
 - i. Payments must be made out to Cogent Systems
 - ii. Payment amount for ALSDE fingerprinting is \$46.90.

Step 3 – Fingerprinting

- a. Visit any Cogent fingerprint location in Alabama. See Print Locations & Hours at www.cogentid.com/AL.
- b. Bring valid identification. See *What to Bring* at www.cogentid.com/AL.

The responsible bidder must provide a list of the employees' names, last four of the social security numbers and verification letters to the Madison City Schools Human Resources Dept., Attention: Cheryl Davies, 211 Celtic Drive, Madison, AL 35758 prior to work starting. Ms. Davies' email address is: cydavies@madisoncity.k12.al.us.

XIII. 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 City Schools 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 City Schools 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 City Schools 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 City Schools does not relieve the Contractor of this condition. The "Substitution Request Form" can be found at the end of this document.
- E. 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 City Schools Procurement Director or designated representative will approve exceptions when availability of product is in question.

**MADISON CITY 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 City Board Of Education 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:

- **Failure to comply with H.B. 56 Alabama Immigration Law(in bold print on 1st page)*****
- 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), **if applicable *****
- Product specifications do not meet requirements
- Incomplete bids ***
- Bids not identified on UPS, Federal Express, etc. packages, thus inadvertently opened ***
- Copies of licenses not submitted when required along with license number written on bid sheet ***
- 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 Madison City Board of Education is to provide for fair and open competition. Following the Instructions To Bidders will ensure that all proposals are considered.

Thank you.

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.

Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer 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.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. **If your company is not an Alabama based company or does not have employees that work in the State of Alabama, you must include in your bid package submittal, a memo on company letterhead stating this fact.** 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.

“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.”

The amended law also changed the definition of SUBCONTRACTOR to “A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.” Another provision states, “Furthermore, during the performance of the contract, the subcontractor 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. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.”

Return E-Verify documentation with bid submittal

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
CONTRACTOR OR GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF
ALABAMA AND/ OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:
County of _____.

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

To be returned to the **LOCAL SCHOOL BOARD.**

Return this form with bid submittal

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 participant 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 Non-procurement 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.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, 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 bid.
4. The person signing this bid 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 bidder as well as the person signing in its behalf.

COMPANY: _____

PRINT NAME

OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____

(Officer of the Company)

Return this form with bid submittal

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

The company bidding is:

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____ Minority-Race _____ Woman Owned _____

I certify that the above information is true and correct:

Authorized signature: _____

Print name of authorized person: _____

Title: _____

Return this form with bid submittal

VENDOR INSURANCE REQUIREMENTS

The vendor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required by law and under the terms of the bid specifications. The vendor shall procure, prior to bid award and maintain for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the vendor, his agents, representatives, employees, or sub-contractors. Failure to provide insurance requirements as specified in “Instructions to Bidders” and Bid Specifications may be considered as being non-responsive to bid. **Vendor shall submit to the Madison City Schools, their Certificate of Insurance five days prior to award or earlier. Submittal with bid packet is acceptable.**

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after approval from the Procurement Director.

Commercial General Liability:

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers’ Compensation Insurance:

Statutory protection against bodily injury, sickness, disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker’s compensation claim.

B. LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an “occurrence form” for bodily injury and property damage:

- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products - Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence
- \$1,000,000 Fire Damage (when applicable)

2. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers’ Compensation:

As Required by the State of Alabama Statute

4. Employers Liability:

\$100,000 Bodily Injury by Accident or Disease

\$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The Procurement Director is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Huntsville City Schools’ best interest. If the insurance requirements are not adjusted by the Procurement Director prior to the Huntsville City Schools’ release of bid specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverage Only:

- a. The vendor’s insurance coverage shall be primary insurance as respects the Huntsville City Schools, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Huntsville City Schools, its officers, officials, employees, agents or specified volunteers shall be excess of the vendor’s insurance and shall not contribute to it.
- b. The vendor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s liability.

2. All Coverage:

- a. Vendors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Huntsville City Schools. Cancellation of coverage for non-payment of premium will require ten (10) days’ written notice to the Huntsville City Schools.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Huntsville City Schools, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+V.

E. VERIFICATION OF COVERAGE:

The Huntsville City Schools shall be indicated as a Certificate Holder and the vendor shall furnish the Huntsville City Schools with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be received and approved by the Huntsville City Schools before contract is awarded. The Huntsville City Schools reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUB-CONTRACTORS WORKING FOR THE VENDOR:

The vendor shall include all sub-contractors as insured under its policies or shall furnish separate certificates and/or endorsements for each sub-contractor.

Sub-contractors working for the vendor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The vendor, to the fullest extent permitted by law, shall indemnify and hold harmless the Huntsville City Schools, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the vendor, or any of their sub-contractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Certification of Pricing Sheet

VENDOR NAME: _____

VENDOR MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____ FAX NUMBER: _____

BUSINESS LICENSE NO.: _____

MINORITY BUSINESS: YES OR NO (IF YES, PLEASE PROVIDE DOCUMENTATION)

IF NO BID, STATE REASON: _____

POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be available for review by interested parties at the locations where bids were opened. Failure to file a protest within 72 hours after bid opening shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for NINETY (90) days pending evaluation.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the invitation to Bid, including but not limited to certification requirements in submitting bid to an agency for the State of Alabama. The bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Alabama all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Alabama for price fixing relating to the particular commodities or services purchased or acquired by the State of Alabama. At the State's discretion such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Authorized Signature

Date

****PLEASE RETURN THIS SHEET WITH PRICING SHEET****

Return this form with bid submittal

Payment/Procedure Terms

As part of an ongoing effort to streamline our purchasing process and improve the timeliness of payments to you, The Madison City Board of Education would like to invite you to participate in one of two of our new electronic payment programs:

Virtual credit card payments

You will submit your invoices in the usual manner. Once approved, a payment notification will be routed to you immediately by email. This email contains remittance information and outlines each invoice number(s), the total amount being paid, and the card information to process the transaction through your existing card acceptance process. The funds will be loaded onto a zero balance card that is exclusive for The Madison City Board of Education.

If you choose to enroll in this process, please complete the “Virtual credit card payment enrollment form” and include with your sealed bid packet. If you are the winning vendor, you will then be contacted by our enrollment partner, FEDAC Processing Company, to answer any questions you may have and to further explain the process if necessary. If you have any questions or need assistance, you can call FEDAC toll-free, at 1-888-621-3585, to speak directly with a representative.

If this process is not compatible with your current resources, FEDAC can present an alternative method where all approved transactions are processed on your behalf and the funds are deposited directly into your checking account. This process is referred to as Deposit-Pay and only applies to transactions between The Madison City Board of Education and your company.

Benefits to your company include:

- Invoices are paid weekly as soon as they are processed.
- Accelerating the receipt of cash, as funds are typically deposited within 48 hours of the payment transaction.
- Eliminating check processing and collection costs associated with lost or misplaced checks.
- Reducing exposure to check fraud and credit card fraud because the card is at a zero balance until the Madison City Board of Education funds it.
- Going green-paperless, electronic payments are more secure, save money and also help conserve the environment by eliminating printing and mailing paper checks.

If you have any questions regarding Virtual credit card payments, please contact Tammy Simms at tsimms@madisoncity.k12.al.us or 256-464-8370.

ACH Payments

In lieu of receiving a check for goods and/or services provided to The Madison City Board of Education, your company's payment will be sent via electronic transfer and automatically credited to your account at your financial institution. You would still invoice us as usual; however, once the invoice(s) is approved and processed for payment, an electronic remittance advice would be emailed to your company and your bank account would be credited.

If you choose to enroll in this process, please complete the "ACH payment enrollment form" and include with your sealed bid packet.

Benefits to your company include:

- ACH offers cost savings to the vendors and to The Madison City Board of Education.
- Funds are credited and available to the recipient without the need for making manual deposits.
- Increases payment security.
- Eliminates the 2 to 3 day mail time.

If you have any questions regarding ACH payments, please contact Tammy Simms at tsimms@madisoncity.k12.al.us or 256-464-8370.

Virtual Credit Card Enrollment Form

This form is to be completed in order to initiate the virtual credit card payment process.
To access the fillable form online please go to www.madisoncity.k12.al.us and look under the Business & Finance section/forms/vendor

Please provide the contact information of the person(s) or department responsible for setting up this payment process.

COMPANY NAME: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

Please ensure you have attached a W-9 to this worksheet.

For Madison City Business Office Use Only

Date of Contact: _____

Vendor #: _____

Virtual Payment Vendor: _____

Return this form with bid submittal

ACH Payment Enrollment Form

This form is used for Automated Clearing House (ACH) payments
To access the fillable form online please go to www.madisoncity.k12.al.us
and look under the Business & Finance section/forms/vendor

Payee/Company Information:

Name:	
Current Mailing Address:	
SSN or Tax ID (required):	Contact Person Name(required):
Telephone:	Fax:
Email Address(required):	

Financial Institution Information:

Name:
Address:
Nine-Digit Routing Transit Number(usually first set of 9-digit numbers at bottom of check):
Account Number:
Type of Account: _____Checking _____Savings
Name of Payee or Authorized Official (Please print):
Signature and Title of Payee or Authorized Official (Required):
Date:

A voided check must accompany this form in order to receive payments electronically.

Please ensure you have attached a W-9 to this worksheet.

NEW VENDOR CONTACT INFORMATION

This form is to be completed before the Madison City Board of Education can perform business with the vendor.

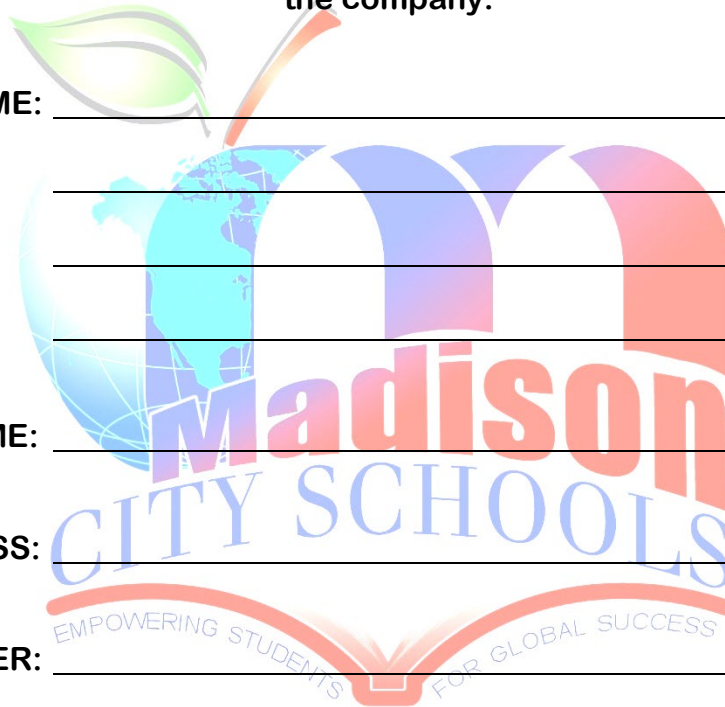
The information provided below will be used to conduct correspondence with the company.

COMPANY NAME: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____



Please ensure you have attached a W-9 to this worksheet.

Failure to do so will result in a delay in service.

****Please remit a W-9 along with your bid packet ****

For Business Office Use Only

Date of Contact: _____

Vendor #: _____

Return this form with bid submittal.

BJHS Tennis Courts Repair & Resurfacing Bid

Madison City Schools is seeking pricing for renovations to six (6) existing cracked tennis courts at Bob Jones High School. The renovations will consist of thoroughly cleaning and repairing existing cracks and applying materials to the existing surface to provide a new appearing surface. Upon completion of the new surface, lines and markings will be installed at the required standard locations.

Project Specifications:

- Thoroughly clean six (6) tennis court's surface of all loose debris.
- Clean and rout all cracks of loose and foreign debris.
- Prime all cracks with court patch binder.
- Fill cracks with crack fill materials.
- Sand, buff and remove all excess materials upon completion of the crack repairs.
- Fill and level all existing low areas holding water greater than 1/8".
- Match existing court color system – please see attached map.
- Layout and paint all lines and markings at the required standard locations.
- All tennis courts must be ready to play upon completion.
- One Year Warranty on Materials and Labor.

Bidder Requirements:

- Certificate of Insurance must be provided.
- Alabama General Contractor's license must be provided and GC number must be written on outside of sealed bid packet.
- A Certified Check or Original Bid Bond payable to Madison City Board of Education for an amount equal to 5% of the total bid if the contract amount exceeds ten thousand (\$10,000.00) but in no event no more than ten thousand dollars (\$10,000.00).
- A Performance Bond equal to 100% of the total contract price and a Payment Bond equal to 100% of total contract price.
- Drug Testing and Background Check for all employees of the winning bidder who will be working on Madison City Schools property.



Expand side panel