

100 H.H. Robison P.O. Box 817 Wetumpka, AL 36092 Phone: 334-567-1200 Fax: 334-567-1405 Richard E. Dennis, Superintendent Jason M. Mann, CSFO

April 28, 2024

ELMORE COUNTY BOARD OF EDUCATION Invitation to Bid <u>#24-014</u>

SEALED BIDS WILL BE RECEIVED BY THE FINANCE DEPARTMENT, ELMORE COUNTY BOARD OF EDUCATION, 100 H. H. ROBISON DRIVE, WETUMPKA, ALABAMA 36092 UNTIL:

Wednesday, May 15, 2024 @ 10:00 a.m.

AT WHICH TIME THE BIDS WILL BE OPENED AND READ PUBLICLY FOR PURCHASE AND DELIVERY OF:

School Supply Kits – Elmore County Schools

RETURN ENTIRE COMPLETED PROPOSAL TO:

Finance Department c/o Jason Mann, CSFO Elmore County Board of Education 100 H. H. Robison Drive Wetumpka, AL 36093

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE BIDS ARE RECEIVED IN THE BIDS AND CONTRACTS DEPARTMENT BEFORE THE SCHEDULED BID OPENING. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME, WILL NOT BE CONSIDERED. BIDDER MUST USE THIS FORM AND RETURN IN ITS ENTIRETY. *DO NOT RETURN SHEETS WHICH ARE "NO BID"*

Outside of your bid envelope must be marked with the <u>Bid number, date and time of bid</u> <u>opening, General Contractor's license number, if applicable (US MAIL, FEDERAL</u> <u>EXPRESS, UPS, ETC.).</u>

FOR FURTHER INFORMATION RELATED TO THE PRODUCTS OR BID PROCESS CONTACT:

Jason Mann, CSFO, jason.mann@elmoreco.com



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Terms, conditions, and criteria applicable to bids and contracts awarded pursuant thereto:

SECTION I – GENERAL INFORMATION

1. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods of services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of delivery (including date, point of delivery or pickup, transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidder's ability to meet the requirements of the invitation to bid.

2. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects, be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.

3. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to the Elmore County Board of Education their fitness and ability to provide the product, material or service on the terms and conditions specified. Prospective vendors shall be responsible for advising the Board of their desire to be included in invitations to bid. The Board reserves the right not to solicit, receive, or entertain bids from vendors which have not responded to previous invitations, which have not performed to the satisfaction of the Board in previous transactions, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the Board.

4. **Insurance Requirements:** Bidders or its contractor shall provide commercial general liability insurance coverage with a minimum aggregate limit of not less than one million dollars for person injury, bodily injury or death and property damage arising out of any one occurrence. Said liability policy shall be endorsed to include the Elmore County Board of Education as an additional insured on a primary and on contributory basis and the insurance carrier shall provide coverage and a defense to the Elmore County Board of Education, its agents, servants, officers, board members and employees. Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverage to be specified in the invitation.

5. Advance Provisions or Samples: The Board reserves the right to request demonstrations or samples of products or services before an award is made. The vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within one month, the Elmore County Board of Education will dispose of the product. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.

6. **Discretion to Reject Bid**: The Elmore County Board of Education expressly reserves the right to reject all bids or parts thereof in its sole discretion.



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7. Hold Harmless: Contracting party agrees to indemnify hold harmless and defend Elmore County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contracting party shall file with the County, a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than one million dollars. During performance the company must maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes: 1) Comprehensive General Liability, 2) Comprehensive Automobile Liability, 3) Worker's Compensation and 4) Employer's Liability.

8. **Equivalent Bids:** Bid specifications which refer to company names, brand names or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which offer products, materials or services of equivalent (or greater) utility and quality. Bids proposing an equivalent product, service or material should include a complete explanation of the nature of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. The Board or its agents will be the sole party responsible for determining equal or better bid proposals.

9. **Delivery Terms:** Purchase orders will be issued as deliveries are required. No back orders will be accepted. Purchase order numbers must appear on all invoices. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery; will constitute sufficient grounds for cancellation or the order at the option of the Elmore County Board of Education.

10. **Taxes:** Direct Purchases - The Elmore County Board of Education is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.

11. **Bidder's Certification:** Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item (s) included in this bid are to be purchased, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of the Elmore County Board of Education.

12. **Reduction in Pricing:** In the event the vendor receives a reduction in cost from their supplier or manufacturer, the Elmore County Board of Education shall receive the benefit of such a reduction on any undelivered portion of the contract.



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13. Waive informality, technicality or irregularity: The Elmore County Board of Education, or its Agent, shall have the right to waive any informality, technicality or irregularity.

14. **Termination of Contract:** The Elmore County Board of Education has the right to cancel any contract, in accordance with Procurement Contract Rules and Regulations, for cause, including but not limited to the following: 1) Failure to deliver within the terms of the contract, 2) Failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition, 3) Misrepresentation by the vendor, 4) Fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state, 5) Conflict of contract provisions with constitutional statutory provisions by State or Federal Law, 6) Failure to resolve billing issues in a timely manner, 7) Failure to acquire a purchase order number before the start of work or repairs, 8) Substantial change in financial or economic condition of the Elmore County Board of Education and 9) Any other breach of contract. If the contract is terminated, the contract may be awarded to the next lowest responsible bidder.

15. **Pricing:** Vendor agrees that the Elmore County Board of Education will be charged no more for item (s) bid than the State of Alabama or P.A.C.A. contracts. Prices must be firm for each contract period and must include transportation, handling, packaging, and any service charges. Increase in unit prices, if any, for subsequent periods shall be within the percentage of increase allowed by the "Invitation" and must be submitted thirty (30) days prior to contract expiration date. Notification and documentation of increase shall be submitted to the Bids and Contracts department for approval. Contract renewal/extension will constitute acceptance of price increases. No additional charges/surcharges allowed other than pricing specified within the bid document.

16. **Alternative Purchasing:** The Elmore County Board of Education reserves the right to purchase any product identified on this bid from another valid governmental bid should the alternate bid pricing be lower than the pricing on this bid.

17. **Smoke Free Policy:** All Elmore County facilities and offices are smoke free environments. All potential and successful bidders must abide by this policy.

18. **Deviation Disclosure:** Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in disqualification of vendor.

19. **Collusion:** The Board will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.

20. Certificate of Eligibility: All potential vendors must disclose eligibility to bid on project. Complete enclosed Certificate of Eligibility.

21. **Vendor Guidelines:** All vendors doing business with the Elmore County Board of Education are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Elmore County Schools when returning your proposal.



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22. Compliance with Bonding Requirements: Under the Alabama Bid Law, it is at the owner's discretion whether or not to ask for bonding requirements for any contract exceeding \$10,000.00. Therefore, bidder is not required to submit bonding with their proposal.

23. Audit: For the purpose of verifying pricing, the successful bidder must agree to allow the Elmore County Board of Education audit related records within a 72-hour notice.

24. **Immigration Law:** By signing the bid documents, 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. Documentation will be required prior to bid approval.

25. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:

- A. Failure to mark envelope as required.
- B. Failure to sign bid document on required signature pages.
- C. Failure to include requested information.
- D. Excessive errors.
- E. Failure to include bid bond (if required)
- F. Failure to submit originals, a faxed copy is not acceptable.
- G. Failure to attend the pre-bid meeting (if required)
- H. This "Invitation" shall not be altered by bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this may result in the bid being disqualified.



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SECTION II-GENERAL CONDITIONS

INSURANCE:

The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Elmore County, Alabama and shall include Elmore County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

<u>Automobile Liability:</u> \$1,000,000 - Bodily injury and property damage combined coverage Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability: \$100,000 - Limit each occurrence

<u>Umbrella Coverage:</u> \$1,000,000 - Each occurrence \$1,000,000 - Aggregate

PROPOSAL INSTRUCTIONS:

In order to facilitate the analysis of responses to this bid, Bidders are required to prepare their responses in accordance with the instructions outlined in this section. Responses not complying with this format may be considered non-responsive and may be removed from consideration on this basis. All costs incurred by the Bidder in preparing the response or costs incurred in any other manner by the Bidder with regard to this BID will be wholly the responsibility of the bidder. All responses, materials, supporting materials, correspondence and documents submitted by the Bidder become the property of Elmore County and will not be returned.



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VENDOR'S COSTS:

<u>Costs for developing responses are entirely the responsibility of the Vendor and shall not be</u> <u>chargeable to Elmore County Schools.</u> Responses should be prepared as simply as possible and provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the Bid. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.



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SECTION II-GENERAL CONDITIONS

The quality and grade of all products and services provided by low bidder shall meet all Local, State, and Federal requirements and inspection/building codes and test, permits, and license including, but not limited to ADEM, OSHA, Fire & Safety, EPA, American Disability Act and Health Department.

Minimum Qualifications

1. Statutory licensure requirements, if applicable.

2. Successful bidder shall have a minimum of three (3) years providing services of similar size, nature and complexity to that specified and experience doing business under the same firm name in which the bids are submitted. Joint venture contracts will not be considered.

3. Successful verifiable history of completing projects or delivering services within the specified time and budget.

<u>Required Background Check</u>: Anyone that performs work at Elmore County Schools must have a basic criminal background check on file. All results must be permissible and appropriate to be able to work in the schools. It is the bidder's responsibility to pay for these reports and to keep them on file for audit purposes.

Overview: The purpose of this "Invitation to Bid" is to establish a contract for the purchase and delivery of school supply kits, as described for each grade level for multiple schools within the Elmore County Board of Education.

<u>Award:</u> The following criteria will be used in evaluating and awarding this bid: 1) the general criteria for awarding bids, as included in Section I- General Information, 2) the total cost for the purchase and delivery of the specified school supply kits. **Bidders must bid on all listed supplies for every grade.** Delivery costs will also be considered before the bid is awarded. Total price should be broken out by school and include supply kits costs as well as distribution costs. See Excel sheets for Quote Form and Supply lists. For each grade level kit, please also provide a per item cost (this will provide us the information needed to know what to eliminate from the grade level kit if the kit is in excess of our per kit budget). Prior to award, apparent low bidder will be researched through <u>www.Sam.Gov</u>

<u>Contract Period</u>: Prices are to be firm and effective for one year from date of award, with an option to renew annually up to three years, with written documentation from both parties, under the terms and conditions expressed within this Invitation.

A price increase may be allowed for core items with proper supporting documentation. Price increase up to 5% may be allowed at each annual renewal and must have proper supporting documentation. The delivery charge will also be negotiated as the fuel surcharges increase or decrease.



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Quantities: Quantities listed are based on current enrollment for the upcoming school year. Quantities may change throughout each possible renewal, however the price per kit per grade level must remain the same. The Elmore County Board of Education does not obligate itself to purchase the full quantities indicated, but the price offered per item must be allowed should the quantities be less. The Board's requirements may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth.

<u>Additional Purchases:</u> The Elmore County Board of Education reserves the right to purchase this service for additional, yet unidentified schools, under the same unit pricing and specifications as outlined in this bid.

Discontinued Items: In the event the model or item specified is discontinued, replaced or can otherwise no longer be acquired, bidder should submit the generally accepted replacement model or item at the same bid price. Such substitutes should be acknowledged and identified with appropriate model or item numbers.

Substitution: The item, manufacturers or brands listed in this "Invitation to Bid" have proven to be of a grade, quality and availability which are acceptable to the Elmore County Board of Education. Therefore, substitutions for the product specified will not be considered. Only those products that meet or exceed the product and performance specifications as an equal will be considered. When submitting an item as an equal, you should provide a comparison of the specifications for the equal versus the product specified on the form included. The burden of proving a product as an equal to that specified shall fall to the vendor submitting the proposal.

<u>Unsatisfactory Products</u>: After the award has been made, on the rare occasion when a substituted product submitted as an equal does not meet expectations for a significant number of schools, bidder must replace this item with one found to be satisfactory. Failure to provide a satisfactory substitute at the same cost will be sufficient reason to terminate this contract as outlined in Termination under General Conditions, page 4.

Product Evaluation: Bidder will deliver, upon request, a sample of each item on which he has bid for evaluation within 7 days (s) of request. Failure to provide the sample (s) within this time frame will result in rejection of the product from award consideration.



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SECTION II-GENERAL CONDITIONS - Continued

Payment/Procedure Terms

Visa Purchasing Card synopsis

- 1. Accounts Payable receives invoice from vendor.
- 2. Invoices are entered into the card program.
- 3. The vendor is emailed notification of payment.

By submitting a bid, the vendor/contractor is agreeing to accept payment for invoices via a VISA purchasing card. Successful bidder will receive complete information, once the bid is awarded.

Any problems with collection of payment should be addressed to the Accounts Payable Specialist, Gayle Norris, at 334-567-1200.

Authorized Signature

Date



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SECTION II-GENERAL CONDITIONS (Continued)

<u>Compliance</u>: In the event the lowest bidder refuses to accept or deliver on all the requirements set forth in this bid without deviation, either before or after the award, that bid will then be considered as non-respondent with the award going to the next lowest bidder meeting specifications.

<u>Pending Legal Actions</u>: Disclose all past or present legal actions or party to all legal actions involved in for this service or product. Failure of accurate disclosure may result in bidder being disqualified.

<u>Continuance of Contract</u>: The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow continuation of this contract, the contract shall terminate on the date when funds are no longer available.

<u>Conformity to Specifications</u>: It is acknowledged that all manufacturers have design differences and that no two products are designed identically. Therefore, products will be evaluated based on the overall quality or design, the quality of materials, the integrity of the construction system as well as functionality and conformity to the intended application.

Delivery: Delivery of school kits will be per school. See school listing attached. Please include a delivery price per school or a delivery/shipping price scale to be used for orders. The shipping costs will be considered prior to bid award. Example: Wetumpka Elementary will have a total of 900 kits, zip code 36092 – Submit total delivery fee, if applicable for Wetumpka Elementary.

Packaging of Orders: Orders must be packaged individually with each grade level clearly marked. (Box or Bag, no preference) Kits will be delivered to each school in the month of June and July (2024), no deliveries on Fridays, as the schools are closed. Also, no deliveries will take place from July 1-7, 2024, as the schools will be closed. Kits should be created based on the specifications shared in the Invitation. Kits should be priced by grade level since most grade levels vary. All items must be included in each grade level school kit.

Billing: Billing to be to each individual school or department. Discrepancies must be handled promptly (within 7 days on incorrect delivery and within 30 days for invoicing errors/problems).

This "Invitation" shall not be altered by bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this requirement may result in the bid being disqualified from consideration.

Authorized Signature

Date



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QUOTE FORM

Description: The price submitted below is for the school supply kits and quantities specified within this Invitation. Deliveries will be made per school. Excel Spreadsheet (Quote Form- Delivery Charges) will ask for the same information (bottom and side of page highlighted grey)

School Supply Kits/Grade	Unit Cost	Quantity	Extended Cost
Level			
Kindergarten	\$	880	\$
First Grade	\$	880	\$
Second Grade	\$	936	\$
Third Grade	\$	890	\$
Fourth Grade	\$	897	\$
Fifth Grade	\$	857	\$
Sixth Grade	\$	861	\$
Seventh Grade	\$	920	\$
Eighth Grade	\$	923	\$
Total Extended Cost of all Sc	\$		

Delivery Cost per school order: See School Supply Quantities document to add delivery/shipping charges for each school. If a number isn't included then the shipping charges are noted as Free Shipping/Delivery. The unit cost and shipping charges will be added to each school Purchase Order.

For each grade level kit, please provide a total kit price, as well as, a per item cost for each item requested. Each grade level supply list is on separate tabs in the (School Supply Quote Form).

Sample kit may be requested, after bids are opened. 24-014 School Supply Kits

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)

•	Meeting the exact specifications	()YES	()NO or
٠	As an equal/or better to the stated specifications	()YES	()NO

<u>Customer Service:</u> Successful Bidder must designate one specific person as contact for providing customer service for billing issues, delivery issues, etc. Bidder to provide below information on person designated for customer service issues (billing, delivery, etc.) Name of Sales/Service Representative: ______

Address: _____ Phone # _____

Authorized Signature

Date



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CERTIFICATION OF ELIGIBILITY

The prospective bidder 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.

Organization Name

Street Address

City, State, Zip

Name and Title of Authorized Representative

Signature

Date

CERTIFICATE OF NON-COLLUSION

THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE:

- This bid is the result of independent consideration and no other bidder or competitor has been involved.
- The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor.
- There has not been nor will there be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process.
- The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signer of violations occur.

Organization Submitting Bid

Name of Signer (Print Name)

Authorized Signature

Date

Title



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CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the Elmore County Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME:	
ADDRESS:	
TELEPHONE:	FAX:
EMAIL ADDRESS:	

DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If <u>no deviations</u> are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THIS DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

Authorized Signature

Title



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Vendor Guidelines for Working in Elmore County Schools

- NO weapons on school grounds.
- NO illegal substances on school grounds.
- NO smoking on school grounds.
- Visible identification required at all times.
- Sign in upon arrival, sign out on departure.
- NO contact or communication with students.
- Appropriate language used at all times.
- NO cell phones/pagers occupied in classrooms.
- Contract information and bid specifications furnished to Principal.
- Work schedule furnished to Principal, before starting job/project.
- Project completion date furnished to Principal.
- Advance notice given of after-hours work, including areas to which access is needed.
- All equipment and physical plant left DAILY in good working order and securely locked.
- Work debris removed DAILY by vendor.
- School equipment replaced in original location.

Authorized Signature

Date