



## Office of Business Affairs and Finance

1621 Fifth Avenue, North  
Bessemer, AL 35020  
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### **Bid# BCS-2024-41 HVAC System - Greenwood**

Bessemer City Board of Education will be accepting sealed bids for a 15-ton split HVAC system with a 30KW heat kit for Greenwood Elementary School Cafeteria. Labor and material will not require brand specific. All respondents are required to submit **1 (one) copy** of their bid.

SEALED BIDS WILL BE RECEIVED BY THE FINANCE DEPARTMENT LOCATED AT BESSEMER CITY BOARD OF EDUCATION, 1621 5<sup>TH</sup> AVENUE NORTH, BESSEMER, AL 35020 UNTIL **MARCH 13<sup>TH</sup>, 2024 @ 4:00 P. M.**

The envelope should be labeled:

**Bid# BCS-2024-41  
HVAC System - Greenwood  
Bessemer Board of Education  
Finance Department  
ATTN: Patricia Stewart, CSFO  
1621 5<sup>th</sup> Avenue North  
Bessemer, AL 35020**

The bids will be opened and read publicly **at the Bessemer Board of Education in the Boardroom during the scheduled Work Session on March 14<sup>TH</sup>, 2024 @ 5:30pm.** IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE SEALED BID IS RECEIVED IN THE FINANCE DEPARTMENT ON/BEFORE MARCH 13<sup>TH</sup>, 2024. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED. THE BOARD HAS THE RIGHT TO REJECT ANY AND ALL BIDS.

## 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 or 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 Bessemer City 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 Bessemer City 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 Bessemer City 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 Bessemer City 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 Bessemer City Board of Education expressly reserves the right to reject all bids or parts thereof in its sole discretion.

7. **Hold Harmless:** Contracting party agrees to indemnify hold harmless and defend Bessemer City, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "City"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon City 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 City, or its employees. Before beginning work, the contracting party shall file with the City, 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 Bessemer City Board of Education.

10. **Taxes: Direct Purchases** - The Bessemer City 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 Bessemer City Board of Education.

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

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

14. **Termination of Contract:** The Bessemer City 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 Bessemer City 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 Bessemer City 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 Bessemer City 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 Bessemer City 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 Bessemer City Board of Education are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Bessemer City Schools when returning your proposal.

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 Bessemer City 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.

## **SECTION II-GENERAL CONDITIONS**

### **INSURANCE:**

The successful bidder will maintain such insurance as will protect him and the City 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 Bessemer City, Alabama and **shall include Bessemer City, 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 City's HumanResource Department and Purchasing Department before beginning work with the City.

#### **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.

#### **Automobile Liability:**

\$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

#### **Umbrella Coverage:**

\$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 Bessemer City and will not be returned.

### **VENDOR'S COSTS:**

Costs for developing responses are entirely the responsibility of the Vendor and shall not be chargeable to Bessemer City Schools. 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.