

**AutaugaCountyBoardofEducation
County of Autauga, Alabama
City of Prattville, Alabama**

July 19, 2022

Invitation to Bid No. 2022-3

By way of this Invitation to Bid ("Invitation") and in accordance with *Alabama Code Section 16-13B-1 et. seq.*, the Autauga County Board of Education (hereinafter referred to as "ACBOE") will receive sealed bid proposals for **Outdoor Signs** hereinafter described and specified between 9:00AM CDT on the effective date hereof until 9:00AM CDT, on Thursday, August 4, 2022. Proposals must be submitted in sealed envelopes addressed as follows and mailed or hand-delivered to:

**AutaugaCountyBoardofEducation
C/O Laura Alchison
153 West 4th Street
Prattville, Alabama 36067**

All proposals submitted will be opened and read at 9:00AM CDT on Thursday, August 4, 2022, in the Central Office Board Room, which is located in the Board's Administration Building:

**Autauga County Board of Education
153 W. 4th Street
Prattville, Alabama 36067**

General Terms and Conditions

1. All bids are to be sealed. Envelopes containing bids shall be marked on the outside **"BID 2022-3, to be opened at 9:00AM CDT, on Thursday, August 4, 2022"**. All bids shall be mailed or hand delivered in accordance with the foregoing instructions. The ACBOE, at its sole discretion, reserves the right to consider any Bids which are improperly labeled (in accordance with this provision) deficient. Any such bids may be declared non-responsive and will not be considered.
2. Bids shall be opened in accordance with the foregoing instructions. Bids may be hand-delivered or mailed; however, it is the Bidder's responsibility to ensure bids are received not later than 9:00AM CDT on Thursday, August 4, 2022. Bids received after this time shall be declared non-responsive.
3. Each bid shall be submitted on the Bid Proposal Form furnished by the ACBOE. Bids submitted in any other form, format or on any other medium will not be considered.
4. The submission of the bid by the vendor and acceptance and award of the bid by the Board shall constitute a binding enforceable contract with the terms and conditions specified in the bid. No other contract documents shall be issued.
5. The omission of explicit reference or enumeration from this document to rights otherwise afforded to the ACBOE in accordance with Federal Law, the Alabama Competitive Bid or other Laws, or Local laws/ordinances, is not intended to affect and shall not be construed to affect a waiver of said rights by the ACBOE.

6. All bids submitted must be valid for a minimum period of 180 days after the bid opening date.
7. **Bid Evaluation.** The ACBOE shall evaluate this bid on the basis of services to be provided to the ACBOE. The resultant contract will be awarded to the *Responsible Bidder* taking into consideration, among other factors, historical performance commensurate with services requested herein, conformity with specifications set forth herein, and the terms and conditions of delivery of service(s). Bids shall be submitted on the premise the ACBOE intends to enter into a contract with a single Bidder pursuant to an acceptable Bid proposal, as determined by the ACBOE in its sole discretion.
8. **Effective Date.** The *Effective Date* resulting from this Invitation shall be August 10, 2022, following the date upon which the ACBOE approves the award of this bid.
9. **Contract Termination.** Subject to the provisions below, the contract may be terminated by either party, upon 30 days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the date of termination, then this contract may be extended upon written approval by the ACBOE until said work or services are completed and accepted.
In the event of termination for cause by the ACBOE, the 30 days' advance notice requirement is waived.
10. **Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).** Alabama laws require that, as a condition for the award of a contract by a school/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 MAY be included with the bid or at a time determined and requested by the ACBOE to facilitate approval by the Autauga County Board of Education, if necessary.** Bidders who do not believe these requirements are applicable to their entity should include an explanation justifying such exemption. 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.

11. Act No. 2012-491. Act No. 2012-491 now requires schools/boards to include the following clause in all contracts or agreements: "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."

12. Bid Amendment. The ACBOE reserves the right to revise any part of this Invitation, including scope of work specifications, prior to the public opening or reading date. Such revisions shall be made by issuance of an amendment to this Invitation, which shall be promptly communicated to Bidders. No other changes or revisions, regardless of source, shall be valid or binding.

13. Indemnification and Hold Harmless. Bidder shall indemnify, defend, and hold harmless the Autauga County Board of Education, its schools, as may be applicable, Board members, agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Bidder's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

14. Governing Law and Venue. This solicitation shall be governed by and construed in accordance with the laws of the State of Alabama. Bidder agrees and consents to the exclusive jurisdiction of the courts in the State of Alabama for all purposes regarding this solicitation, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Autauga, Alabama.

15. Bid Publication. In accordance with the Alabama Competitive Bid Law, this Invitation is posted on the bulletin board outside of the Central Office located at 153 West 4th Street, Prattville, Alabama 36067. Additionally, this Invitation is posted on Autauga County Schools' website: www.acboe.net.

16. Non-responsive Bid. The Bidder shall submit its bid proposal strictly in accordance with the requirements and specifications stipulated on the proposed Bid Form as provided herein. The ACBOE reserves the right to declare any bid that fails to comply with this provision, a "Non-responsive Bid".

17. Non-responsible Bid. The ACBOE reserves the right to declare any bid a "Non-responsible Bid" if it determines, in its sole discretion, that the bid demonstrates the bidder is unable or does not have the capability or capacity to perform the services specified herein.

18. Bid Cancellation. The ACBOE reserves the right not to award or to otherwise cancel this Invitation at any time prior to its stipulated "Public Reading Time/Date".

19. Bid Formalities. As time is of the essence, the ACBOE reserves the right to reject any or all proposals, bids, and offers, and to waive, at its discretion, any informalities or irregularities involving the bid process or evaluation in order to expedite administrative processes, accommodate minor error, or respond to unforeseen circumstances. However, the following formalities listed below shall not be waived:

- (1) Bids received after the specified bid opening date and time indicated on the bid document will be returned to the bidder unopened. Bids postmarked prior to bid opening time, but not received, shall not be considered.
- (2) Bids received that have not been signed by an authorized signatory, shall not be considered.

20. Signature Authorization. A duly authorized officer or designee shall sign with the firm's legal name on the bid form. Obligations assumed by said signature shall be fulfilled in accordance with the specifications, terms, and conditions as prescribed herein.

21. Technical Inquiries Deadline. All inquiries regarding the specifications outlined herein should be submitted via email to laura.atchison@acboe.net not later than Friday, July 29, 2022 at 12:00PM CDT.

22. Summary of Bid Interrogatories and Responses. ACBOE shall post a Summary of Relevant Bid Interrogatories and Responses to its website www.acboe.net by 4:30PM CDT on Friday, July 29, 2022.

23. Collusive agreements (AL Code § 16-13B-5)

- (1) Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to the awarding authority on future purchases.
- (2) Whoever knowingly participates in a collusive agreement in violation of this section involving a bid or bids of fifteen thousand dollars (\$15,000) and under shall be guilty of a Class A misdemeanor and, upon conviction, shall be punished as prescribed by law.
- (3) Whoever knowingly and intentionally participates in a collusive agreement in violation of this section involving a bid or bids of over fifteen thousand dollars (\$15,000) shall be guilty of a Class C felony, and upon conviction shall be punished as prescribed by law.



Bid Proposal Form

Custom, fabricated, outdoor, two-sided 10mm LED digital sign that includes:

- backlit area to display name of school
- LED digital display
- metal pole and custom cover
- processor, computer and software
- installation
- training
- 5 year parts warranty
- 1 year labor warranty

Project must be complete and invoiced by September 23, 2022

List of schools in need of digital signs:

Autauga County Technology Center

Daniel Pratt Elementary School

Marbury High School

Pine Level Elementary School

Prattville High School

Prattville Intermediate School

Provide **individual** pricing for each size indicated below. If bidder does not offer specific size listed, please note similar size offered and pricing.

3' 2" x 6' 4" sign \$ _____ Notes: _____

3' 2" x 9' 6" sign \$ _____ Notes: _____

6' 4" x 9' 6" sign \$ _____ Notes: _____



Bid Proposal Form

Signature(s)

Date

Legibly print full legal name (individual)

Business Entity's Legal Name

Federal ID No. or Social Security No. (Sole Proprietor)

Business Entity's Trade Name (DBA)

Contact Information:

Street Address (Physical Address)

P.O. Box

City/State/Zip Code

City/State/Zip Code

(____) _____ Ext. _____
Business Telephone

(____) _____
Alternate Telephone

E-mail Address

Business Entity's Web Address

Return Proposal Forms with

- business license
- liability insurance certificate
- E-verify
- spec sheet/picture example of proposed signs