

**City of Leeds Board of Education
1517 Hurst Avenue
Leeds, AL 35094
Telephone: (205) 699-5437
Fax: (205) 699-6629**

BID REQUEST

BID #02-2023 LES Pavilion Restoration

The City of Leeds Board of Education will receive sealed bids for the restoration of the pavilion at Leeds Elementary School.

All proposals must be in sealed envelopes and shall be in the hands of Mr. Ryan Miller, Chief Financial Officer, no later than November 17, 2022 at 10:00 AM. The bid opening will follow at 10:15 a.m at the Leeds City Schools Central Office, 1517 Hurst Avenue, Leeds, AL. **No faxed bids will be accepted.** **The sealed envelope shall have the identification – (#02-2023) in lower left corner.**

Proposals shall be filled out where called for in the blank spaces on the bid forms. The signature shall be in longhand and shall be the legal name of the bidder, or the authorized designee, and the completed form shall be without interlineations, alteration or erasure.

No oral, telegraphic or telephone proposal modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to become fully informed regarding the 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 provider at no cost to the owner.

The Leeds City Schools reserves the right to reject any and all bids or parts of any or all bids as may be deemed in the best interest of the school system, and reserves the right to award the contract or contracts to other than the low bidder if the Leeds City Schools deems it in the best interest of the ultimate economy and standardization.

BID NOTICE – LES Pavilion Restoration

If you have any questions regarding the specifications of this bid, please call Mr. Jim Simpson at 205-577-3516. There will be a bid opening, November 17, 2022 at 10:15 A.M. at the Leeds City Schools Central Office, 1517 Hurst Avenue, Leeds, AL. Bid packages may be picked up at the Central Office.

**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 Leeds City Schools Bid Form, and shall govern the selection of the items listed.
- B. All bids shall be returned on the forms provided.
- C. All bid forms must be signed by the vendor. If not signed, the bid will be considered non-responsive.

II. METHOD OF AWARD/CONTRACT PERIOD

- A. The City of Leeds Board of Education reserves the right to accept the lowest bid on all items combined from one bid 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 responsible bidder most closely meeting the requirements and specifications. Bidders are responsible for furnishing all product requirements requested on the bid to the individual schools.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, the bid will then be considered non-responsive.
- D. A refusal by the first low bidder may result in the bids being awarded to the next lowest bidder meeting requirements and specifications.
- E. The City of Leeds Board of Education reserves the right to accept or reject any or all bids.
- F. The award will be made in accordance with the Code of Alabama 1975 Section 41-16-50.
- G. The decision of the City of Leeds Board of Education will be final.
- H. Award will be made on unit price basis, extended price basis, or in any manner that will best serve the interest of the City of Leeds Board of Education.

III. PRICING AND QUANTITY

- A. Prices are to be quoted by the "unit" as described in the bid information.
- B. The School system shall be notified immediately regarding any manufacturer's price decrease affecting an item included in the contract. The School System shall receive the benefit of the decrease as soon as possible in accordance with the written notification form the contract vendor.
- C. The City of Leeds Board of Education reserves the privilege to re-bid any items if price fluctuations are beyond amount anticipated or negotiations are unsatisfactory.

III. SUBSTITUTIONS/BACK ORDERS

- A. Substitutions will be allowed whenever the item being replaced is not longer in production and the new item are equal to or greater than it in function, and equal to or less than the discontinued item in price. The Superintendent/ designee will determine the equivalency.

IV. CANCELLATIONS

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

V. 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 City of Leeds Board of Education, without the consent of the board, such delivery shall constitute grounds for the cancellation of the contract and/or removal of the vendor from the Leeds 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 City of Leeds Board of Education shall constitute grounds for the cancellation of the contract, and shall be excluded from the mailing list of all purchases made by the City of Leeds Board of Education.

VI. SERVICE AND WARRANTY

- A. Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidder must include with the bid forms an explanation of the warranty and services that are provided.

GENERAL TERMS AND CONDITIONS

The City of Leeds Board of Education Purchasing Department

1. ADDENDA: If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form.

2. APPLICABLE LAW: This contract shall be constructed and interpreted according to Alabama Law.

3. ASSURENCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners, and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any stat of Federal government.

4. AWARD CONSIDERATION: The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

5. BID AND PERFORMANCE SECURITY: If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Leeds Board of Education. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School System and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the superintendent deems the failure to be non-substantial. All checks will be returned to the bidder within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

6. BRAND NAMES: The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approval equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the superintendent or designated representative. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

7. DELIVERY OF BIDS: Bids must be received in the Central Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the

bid cover. No bids will be accepted that extend past the date and time on the bid cover. The time of receipt shall be determined by the clock in the central office. Bids submitted by the U. S. mail must be addressed to the City of Leeds Board of Education, P.O. Box 1029, Leeds, AL 35094. The school system accepts no responsibility for premature opening of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S Postal Services or any other courier system fails to deliver the proposal to the City of Leeds Board of Education by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 45 days from the date of bid opening.

8. ERRORS IN BIDS: Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

9. HAZARDOUS AND TOXIC SUBSTANCES: Bidder must comply with all applicable Federal, State, County, and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

10. INVOICING, DELIVERY, PACKAGING: Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. All invoices must show the purchase order number. Vendors shall not ship any materials without an authorized purchase order from the Board of Education Business Department. All packages delivered must show the purchase order number. The successful bidder will be required to furnish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 45 days from the date of bid opening

11. INSPECTION OF PREMISES: At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a sub-sequential contract where payments are based on contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractor assigned to the contract.

13. INSURANCE: If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School System from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

GENERAL TERMS AND CONDITIONS

The City of Leeds Board of Education Purchasing Department.

13. INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

14. NON-DISCRIMINATION: The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

15. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract. The Board reserves the right to request a demonstration of any and all items bid before making the award.

16. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expenses indemnify, protect and save harmless the School System, employees on any claims arising out of the purchase of goods or services,

17. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the Superintendent no later than five (5) calendar days after awarding the bid. The Superintendent will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Superintendent is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the Board of Education through the Superintendent within five (5) calendar days from the bidder's receipt of a reply to the protest. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

18. PREPARATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

19. REJECTION OF BIDS: Leeds City Schools reserves the right to accept or reject any or all bids in whole or in part for any reason. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Leeds City Schools, Lack of signature by an authorized representative on the bid form. Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, unauthorized alteration of the bid form.

20. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

21. TABULATION: The awarding bidders will be sent a written notification via mail. Vendor may request the bid results one (1) day following Board action.

22. TAXES: Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Board

will assume no transportation or handling charges other than specified in this bid. The City of Leeds Board of Education is tax exempt by law-Code of Alabama Title 40, Sec. 23 Sub Sec 4 Par 11.

23. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the City of Leeds Board of Education. Insufficient funds shall be the grounds for immediate termination of this solicitation.

24. TERMINATION FOR THE CONVENIENCE OF THE BOARD: The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Superintendent shall deem that termination is in the best interest of the School System. Such determination shall be in the sole discretion of the Superintendent. In such event, the School System shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

25. TERMINATION FOR DEFAULT: If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School System. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

26. WARRANTY: The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School System, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

27. VENDOR LIST: A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive bids. A proposal submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS: THERETO WHICH BECOME PART OF THE BID.
THE CITY OF LEEDS BOARD OF EDUCATION, ALABAMA

Mr. John J. Moore, J.D.
Superintendent

MISCELLANEOUS SPECIFICATIONS

Vendor and employees are subject to extensive background checks by appropriate authorities. It is the owner's discretion to perform background checks on vendor's employees. The maintenance Supervisor will determine if background checks on employees are needed.

No vulgar language or obscene gestures allowed on school grounds.

Vendor's personnel are requested not to engage in conversation with school personnel or students unless absolutely necessary.

Identification badges and/or apparel identifying vendor's personnel shall be worn when on school property.

INSURANCE REQUIREMENTS

The following insurance requirements shall be met and specified on Certificate of Insurance that shall be attached to this document.

1. Workers' Compensation Statutory
2. Employer's Liability \$1,000,000 per occurrence
3. Comprehensive General Liability
 - Bodily Injury \$200,000 per occurrence
 - Each Occurrence \$1,000,000
 - Personal Injury
 - Each Person \$200,000
 - Aggregate \$500,000
 - General Aggregate \$500,000
 - Property Damage
 - Each Occurrence \$100,000
 - Aggregate \$300,000
4. Comprehensive Automobile Liability
 - Bodily Injury \$100,000
 - Each Occurrence \$300,000
 - Property Damage
 - Broad Form Coverage \$100,000 per occurrence

VENDOR SHALL PROVIDE THE LEEDS CITY SCHOOLS WITH PROOF OF INSURANCE COVERAGE INCLUDING POLICY NUMBER, EFFECTIVE DATE (MM/DD/YY), EXPIRATION DATE (MM/DD/YY) AND LIMITS.

No insurance will be accepted unless written by a company licensed by the State Insurance Commissioner to do business in the State of Alabama at the time the policy is issued and the company must in addition be acceptable to the Owner.

CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Mailing envelope has been addressed to:

City of Leeds Board of Education
1517 Hurst Avenue
Leeds, AL 35094

_____ Mailing envelope must be sealed and marked with:

- Bid Title
- Bid Opening Date and Time
- Identification #02-2023 in lower left corner

**ALL COURIER DELIVERED BIDS MUST HAVE THE TITLE ON
THE OUTSIDE OF THE COURIER PACKET**

Check Each Of The Following As The Necessary Action Is Completed.

- The **Invitation to Bid** sheet has been **signed**
- Addendum (if any) has been included
- Read all bid requirements and specifications

City of Leeds Board of Education

1517 Hurst Avenue * Leeds, Alabama 35094
Phone (205) 699-KIDS (5437) * Fax (205) 699-6629

INVITATION TO BID **BID #02-2023 LES Pavilion Restoration**

Sealed proposals will be received by the City of Leeds Board of Education,
1517 Hurst Avenue, Leeds, AL 35094.

Proposals should be received by November 17, 2022 no later than 10:00 AM.

1. The submission of the bid by the vendor, acceptance, and award of the bid by the City of Leeds Board of Education, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract unless stipulated in the bid documents; no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Leeds City Schools, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions, and specifications of this bid request and agrees to abide by all conditions stated herein:

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax: _____

Authorized Signature

Authorized Name (Printed)

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED

"We will take responsibility for the success of each child."

Specification For Pavilion Restoration At Leeds Elementary School

Demo existing roof structure

Replace trusses

Replace roof with 26 gauge low rib Metal panels

Replace soffit and fascia with Hardy board

Cover gable with Hardy board siding

Ceiling to be constructed with 3/8 plywood cover seams with lattice strips

Calk and paint entire structure

Demo 2 brick water fountains between the 2 pavilions

Remove all debris daily

Place barriers around construction site during school hours to protect the children.

Bid Form for BID #02-2023 LES Pavilion Restoration

Vendor Name: _____

Requisition Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Toll Free: _____ Fax: _____

E-mail Address: _____ Internet Address: _____

Customer Service Contact: _____ Service Representative: _____

Phone: _____ Federal ID #: _____

SS# if Sole Proprietor: _____

Annual Sales Volume: _____ Year Company Established: _____

Remit to name and address: (if different from 'Requisition Address' above)

Vendor Name: _____

Remit to Address: _____

City: _____ State: _____ Zip: _____

Accounts Receivable Contact Name: _____

List type of product(s) and/or service(s) with appropriate Standard Industrial Classification (SIC) for company, if known:

The following information refers to company ownership and shall be used for **informational purposes only**. Contact your Regional of District U.S. Small Business Administration Office if clarification is needed for small or large business classification (As defined by Code of Federal Regulation (CFR) 13 Part 121). Failure to respond to this section will result in your company being classified as a large business.

Bid Form for BID #02-2023 LES Pavilion Restoration

PLEASE CHECK THE APPROPRIATE STATEMENTS:

This company is a:

- F - Women -owned business (Company must be 51 % or more women-owned, controlled, and operated)
- M - Male-owned business
- SP - Sole Proprietor (Must provide SS# if sole proprietor)
- NPR - Non-profit business
- C - Corporation
- P - Partnership

This company is a:

- S - Small business
- L - Large business

This company is a:

Non- Disadvantaged
Disadvantaged: **To be considered disadvantaged, the company must be 51 % or more owned, controlled, and operated by one or more of the following groups:**

- 1 - Black American
- 2 - Hispanic American
- 3 - American Indian
- 4 - Asian Pacific American
- 5 - Asian Indian American
- 6 - Other socially and economically disadvantaged group. Please specify: _____
- 7 - Disabled

This company is a:

- Contractor, specify type: _____
- Distributor
 - Manufacturer
 - Manufacturer's Representative
 - Service
 - Retailer
 - Wholesaler
 - Other: _____

Bid Form
BID #02-2023 LES Pavilion Restoration

City of Leeds Board of Education
1517 Hurst Avenue
Leeds, AL 35094

Date: _____

The undersigned agrees to complete the project requested by you for Leeds City Schools in your invitation to bid and certifies that the project bid meets or exceeds the specifications called for, except as set out in "Exceptions to Bid Conditions" and attached to this form.

Name & Address of Bidder _____

TOTAL _____

Company Representative Signature

Telephone

NOTE: Please return this bid form to the above address. NO OTHER BID FORM WILL BE ACCEPTED.

COMMENTS: _____

Bid Form for BID #02-2023 LES Pavilion Restoration

The undersigned certifies the information provided herein is correct to the best of his/her knowledge.

Submitted by:

Name: _____
Print

Signature

Title: _____

Date: _____