LIMESTONE COUNTY BOARD OF EDUCATION
INVITATION TO BID

Submit to:  
Limestone County Board of Education  
Attn: Kim H. Hubbard, CSFO  
300 South Jefferson Street  
Athens, Alabama 35611

Bid Number: 1300  
Bid Title: HVAC equipment as needed  
Bid Date and Time: March 3, 2021 2:00 PM

Vendors who do not wish to respond to a bid are not required to do so; however, vendors not responding and/or submitting a “no bid” response to three consecutive invitations to bid for the requested commodity may be removed from bidder’s list.

VENDOR INFORMATION

<table>
<thead>
<tr>
<th>Company Submitting Bid:</th>
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<tr>
<th>Mailing Address:</th>
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<table>
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<tr>
<th>Telephone Number:</th>
<th>Fax Number:</th>
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<table>
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<tr>
<th>Website:</th>
<th>Email:</th>
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<th>Tax ID:</th>
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MINORITY BUSINESS ENTERPRISE TYPE:
(M1) African American Male (M2) Hispanic American (M3) Asian American (M4) Native American (M5) Native Hawaiian (M6) Small Business (M7) Disabled (M8) American Woman (M9) African American Woman (M10) Non-minority (M11) Other

Certificate of Independent Price Determination

I certify that this bid is made without prior understanding, agreement, or connection with any other company or person and in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign this ITB for the company submitting it.

<table>
<thead>
<tr>
<th>Officer’s Authorized Signature</th>
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<tr>
<th>Officer’s Name (printed) and Title</th>
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To be responsive, signature of officer authorized to bind the company submitting this bid is required.
GENERAL CONDITIONS

Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bidder, proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

1. Bid Opening: Sealed bids must be received in the Central Office by the bid opening time and date specified in this invitation to bid unless changed by addendum. The clock in the Central Office shall determine the time of receipt. All bids delivered after the specified time will not be considered and will be returned to the bidder. Fax or telephone bids will not be accepted. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.

2. Preparation of Bid: Bid shall contain a manual signature of an authorized representative in the space provided. Label the bid envelope with submittal address as indicated in this bid package. In addition, include the date and time of the bid opening and the bid number. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.

3. Submittal of Bid: The entire invitation to bid documents should be completed and returned as requested. Modifications and corrections received after the closing time specified will not be considered. It is the bidder’s responsibility to examine any drawings, specifications, and instructions.

4. Bid and Performance Security: A bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, or a postal money order, certified check, cashier’s check or irrevocable letter of credit in the amount of $750 made payable to the Limestone County Board of Education is required to accompany each bid, unless otherwise stated in the “Special Conditions.” Corporate or personal checks are not acceptable. All checks of unsuccessful bidders will be returned to the bidders after the Board has approved the bid award.

5. Prices and Delivery: Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Limestone County Board of Education. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. The Board reserves the right to make award to next lowest responsible bidder if prices are not firm. The bid will show the number of days to place a commodity in the Board’s designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedule may become a factor in the award. The Board has the right to extend delivery if reasons appear valid.

6. Installation: Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
7. Taxes and Trade Discounts: Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Limestone County Board of Education is tax exempt by law, Code of Alabama, Title 40, Sec. 23, Sub. Sec. 4. Trade discounts should be deducted from the unit price and net price should be shown on bid.

8. Acceptance and Rejection: Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss of damage to all items shall be the responsibility of the supplier until acceptance by the Board unless loss or damage results from negligence by the Board. During manufacture, the right is reserved to reject articles that contain defective materials and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection, material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Board, thereof for such materials or supplies not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specified, payment may be made with a proper reduction in price.

9. Brand Name Reference: Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The Board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Board may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guarantees that the product offered will meet or exceed the referenced product and or specifications identified in the ITB. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

10. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the Board. Samples not destroyed during reasonable examination will become the property of the Board unless bidder states otherwise. Each sample should be marked with the bidder's name, address, bid number and item number.

11. Interpretation: Any questions concerning specifications and conditions shall be directed in writing to Kim Hubbard, Chief School Finance Officer via e-mail at kimberly.hubbard@lcsk12.org.

12. Disputes: In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the finance director shall be final and binding on both parties.

13. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

14. Acceptance of Bid/Award: The Board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the Board. Award will be made to lowest responsive and responsible bidder meeting specifications. Documents contained herein are considered part of the binding contract. It is understood and agreed that the Board shall have 120 days for bid acceptance.

15. Default: Backorders default in promised delivery or failure to meet specifications, authorize the Board to cancel this contract to the defaulting bidder. The bidder must give written notice to the Board of the reason and the expected delivery date.

16. Cancellation: Either party may cancel any contract or item award for cause by giving 30 days written notice of intent to cancel. Cause for the Board to cancel shall include, but not be limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the contract period; or failure to perform to contract conditions. The bidder will be required to honor all
purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the Board does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for an increase in price(s) or failure to perform, that vendor shall be removed from the Bidders List, but this does not relieve that vendor from liability for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

17. Addenda: An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

18. Alternate Bids: Unless specifically requested, alternate bids will not be considered. An alternate is considered a bid that does not comply with the minimum provisions requested by the bid.

19. Insurance and Indemnification: The bidder agrees to indemnify and hold harmless the Board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Board. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board. The bidder will, at the request of the Board, supply certificates evidencing such coverage.

20. Risk of Loss: The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, material, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the Board, until such property has been delivered to the Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the Board, from the time of shipment thereof to bidder until redelivery thereof to the Board.

21. Debris Removal: All debris must be removed after installation and/or performance of service of said equipment and/or service.

22. Non-Discrimination: The Board provides equal opportunity 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.

23. Assignment: Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the Board.

24. Proper Identification: All vendors, employees or agents shall be properly dressed, preferably uniformed, and shall have proper identification. All vendors, employees or agents shall check in and out at the facility’s main office. School hours are generally 8:00 am to 4:00 pm.

25. Tobacco and Drug Policy: The Limestone County Board of Education is a tobacco and drug free system. All vendors, employees, and agents shall abide by the tobacco and drug free policy while on any property owned/leased by the Board.

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 Board, 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. 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
about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the Board with a “Material Safety data Sheet” if required.

28. Patents: Bidder 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 expense, indemnify, protect, and save harmless, the Board and its employees on any claims arising out of the purchase of goods or services.

29. Annual Appropriation: The Board’s performance and obligation to pay under this contract are contingent upon an annual appropriation.

30. Domestic Products: In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.

31. Certification Pursuant to Act No. 2006-557: Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

32. Immigration Compliance: 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. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website 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.

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence.
Special Conditions

The Limestone County Board of Education requests bids on the following equipment. This bid is for the equipment only. Equipment will be purchased on an as needed basis from March 9, 2021 through March 8, 2022. All equipment will be installed by the Limestone County Board of Education Maintenance Department. No Bid Bond Required

A. 3 ton split heat pump, 14 seer, R410A, with 3 phase 10kw heat strips.

B. 3 ton split A/C unit with 90%, 75,000 BTU up flow furnace.

C. 5 ton split heat pump, 14 seer, 410A condenser and air handler with 20kw strip heat.

D. 5 ton split unit, 115v, 100,000-115,000 BTU multi position 95% furnace, with 14 seer straight Air condenser 208-230v 410A refrigerant.

E. Amana 15,000 PTAC heat pump, 5kw heat strip.

F. 12000 BTU, 115 volt single zone ductless heat pump mini split, inverter technology.

G. 24000 BTU, 208-230 volt single zone ductless heat pump mini split, inverter technology.

HVAC units shall a minimum of 1 year parts warranty, 5 year compressor warranty.
BIDDER'S RESPONSE FORM

Name: ________________________________

Address: ________________________________

City: ______________ State: ______________ Zip Code: ______________

Telephone Number: ________________________________

Bid Amount: ________________________________

Bidder's Signature: ________________________________
AUTHORIZATION FOR ISSUING INVITATION TO BID

<table>
<thead>
<tr>
<th>Bid Number</th>
<th>1300</th>
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<tbody>
<tr>
<td>Bid Title</td>
<td>HVAC equipment as needed</td>
</tr>
<tr>
<td>Date ITB Advertised and Released</td>
<td>February 24, 2021</td>
</tr>
<tr>
<td>Bid Date and Time</td>
<td>March 3, 2021 2:00 PM</td>
</tr>
</tbody>
</table>

ITB Reviewed and Authorized By:

Kim Hubbard, Chief Financial Officer  Date: 02.23.2021
CHECKLIST

This checklist is for the convenience of the company submitting a bid and may be used to assist ensuring sections of the bid are properly completed and returned. A copy of this sheet may be retained in your files as a record of your response to this offer.

_____ Mailing envelope has been addressed to:
   Limestone County Board of Education
   Attn: Kim Hubbard
   300 South Jefferson Street
   Athens, Alabama  35611

_____ Mailing envelope must be sealed and marked with:
   • Bid Number
   • Bid Title
   • Bid Opening Date and Time

Note: All courier delivered bids must have the bid number and title on the outside of the courier packet.

Complete each of the following as required:
   • Read all bid requirements and specifications
   • Sign the invitation to bid sheet
   • Complete the minority questionnaire section
   • Bid bond enclosed, if required
   • Addendum (if any) included
   • Include all pages of bid document
   • Immigration Compliance Documentation