



410 Roy Drive
Ashville, Alabama 35953
(205) 594-7131

Mike Howard
SUPERINTENDENT

Scott Suttle
PRESIDENT

NAVIGATION TO BID #21/22-22BOE
March 23, 2022

The St. Clair County Board of Education invites you to bid on Electrical Lighting Supplies for the St. Clair County school system. The specifications and bid information attached should be read carefully. The Bid Response page, must reflect your bid, be signed and notarized. If the document is not submitted as requested, it may be such that we cannot classify this offer as a legitimate bid.

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 or entity must provide documentation of enrollment in the E-Verify program (if applicable).

Should any single provider not be able to supply all of the services requested in this bid, the District reserves the right to award portions of this contract to more than one Bidder. Multiple contracts would be issued based upon the District receiving the best services at the lowest effective cost. The St. Clair County Board of Education reserves the right to reject any/and/or all bids and to waive informalities in awarding this bid.

Sealed bids for Electrical Lighting Supplies for use in St. Clair County Schools will be received by the St. Clair County Board of Education, at its Annex 175 College St Odenville, AL 35120 until 8:30 A.M. April 7, 2022 at which time they will be publicly opened and read. **A Mandatory Pre-Bid meeting is scheduled for April 4, 2022 at 8:00 am at the St. Clair County Board of Education Annex.**

Interested parties should review the materials included and pay close attention to key deadlines and required documents. Questions regarding specifications for this bid should be directed to Operations Director Jeremy Mitchell via Email – Jeremyw.Mitchell@sccboe.org.

Sincerely,

Jeremy Mitchell
Director of Operations



I. **GENERAL INFORMATION**

- A. All bidders must use our form for submitting their bid.
- B. All bids must be sealed and marked in the lower left corner **“Electrical Lighting Supplies Bid #21/22-22BOE April 7, 2022, 8:30 am.** The original copy of the bid response is required. Late bids will not be opened.
- C. The St. Clair County Board of Education is tax exempt under State and Federal law. Bids will not include State Sales Tax, Federal Excise Tax, or any other fee.
- D. Records showing successful bidder(s) and price quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
- E. Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. However, the bid specifications clearly identify the preferred brand of certain items needed by the system. These units have the exact features required and are compatible with existing infrastructure. Any substitutions of items with specified brand names must be clearly indicated by the bidder.
- F. The purpose of this invitation to bid is to establish a contract to be used by the St. Clair County Board of Education to wiring materials, equipment, and supplies. The System will use this contract to purchase specified products in any quantity needed for the period of one year. **This bid does not prevent schools from purchasing similar types of material from any other System approved state or cooperative bid, such as ALJP and PACA, if the price is lower. The items included in the bid are a sampling of items used. Items failing into the category of electrical lighting supplies not included in this bid must receive similar pricing levels when purchased under this award.**
- G. All vendors must include evidence from product manufactures that they are an authorized reseller of OEM (original equipment manufacturer) of the product purposed. **This must be submitted in the bid package. A letter or other form of certification from the manufacturer is acceptable, Simply having a manufacturer’s logo on letterhead or website is not acceptable.**

II. **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 or notarize the bid document.



- C. Failure to include requested information or other documents.
- D. Excessive errors.
- E. Failure to have original signatures on the bid form, a faxed copy is not acceptable.
- F. Failure to provide proof that the vendor is an authorized dealer of the products bid in the bid package.
- G. Failure to demonstrate compliance with the Alabama Immigration Law.
- H. If the vendor proposes materials or equipment that differs in products manufactured/model/brand from those specified, then the bidder must attach technical documentation and any literature that supports the product in relation to the specifications outlined in this request. Links to internet websites that clearly explain the product features are acceptable. Submissions made without this documentation may be rejected.

III. **METHOD OF AWARD**

- A. The award will be made to the lowest responsible bidder(s) meeting specifications. However, it is not the policy of the St. Clair County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose of which is required, terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder. (Additional criteria are listed in item F.)
- B. In the event the low bidder refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder.
- C. The St. Clair County Board of Education reserves the right to award separate contracts for each item, each product, or any combination of products, if the Board feels it is in the best interest of the St. Clair County Board of Education.
- D. In the event that the low bidder fails to comply with the Alabama Immigration Law requirements within 15 days of the contract award, the bid may be awarded to the next lowest bidder.
- E. In the event that two or more vendors bid the same amount on the same item, a coin toss will determine the vendor awarded that item(s).
- F. Some evaluation criteria are listed below:



- a. Lowest cost
- b. Product quality
- c. Best acquisition arrangement
- d. Best maintenance arrangement
- e. Best delivery arrangement
- f. References
- g. Product strength and weaknesses
- h. Compatibility with specifications and features requested
- i. Compatibility with existing equipment/materials

IV. **CONTRACT PERIOD PRICING**

- A. The period of this contract is for one year from date contract is awarded, with the option to renew for four additional years with mutual consent of both parties providing terms and pricing are the same.
- B. Prices should be good for the length of this contract. The System acknowledges that the equipment models in this bid are likely to be retired and replaced by the manufacturer over the period of the bid. The vendor must notify the Operations Director when specified products bid have been discontinued and supply a replacement at a comparable price to the original bid. The vendor must do this preemptively and not wait until purchase orders have been received for discontinued models.
- C. The System's Accounting Department must be notified immediately of any manufacturers price decrease affecting a contract item. Furthermore, the System shall receive the benefit of the decrease immediately. If the system should decide to extend the contract, the pricing must also remain the same except to reflect price decreases.
- D. Prices should include delivery.
- E. The System reserves the right to cancel the contract with the vendor for non-performance at any time during the contract period. Non-performance includes, but not limited to: supplying incorrect equipment, unacceptable delivery delays, poor installation performance, poor warranty and maintenance work, and failure to maintain status as an authorized representative of products and services.
- F. No invoice shall be paid until all items have been delivered in working condition satisfactory to the System, all labor has been performed, the System has been correctly activated and configured. Upon satisfactory completion of the installation and submission of an invoice, payment will be made to the address of the purchase order. Payment terms are net thirty days upon the satisfactory completion of installation and submission of an acceptable invoice.

V. **QUANTITIES, ORDERS, DELIVERIES, WAREHOUSING**



- A. The exact quantity of items to be purchased by the System in relation to this bid request is not know.
- B. The vendor is expected to have items in stock or to be able to deliver items within 48 hours of receiving an order from the System.
- C. The vendor is responsible for notifying the System when a delivery will be delayed beyond 48 hours. Notification of delays beyond 48 hours must be made in writing and emailed to the Operations Director.
- D. The vendor will assume the responsibility for delivery, not the manufacturer.
- E. The maximum delay on any order will be six working days (M-F), after which the vendor may be considered to be unable to meet the terms of this contract.
- F. Orders by the System may be placed verbally, by phone, or email by approved employees, as long as an open purchase order is on record and has not reached its limit. The System will provide the awarded bidder(s) with a list of those authorized to place orders.
- G. Partial shipments are acceptable only if authorized by the System(applies to Blanket Purchase Orders only).
- H. Vendor must be able to provide temporary warehousing services for large quantity orders at no extra cost to the System.
- I. Vendor will keep the System updated on model changes, discontinuation, and replacement models.

VI. **WARRANTIES**

- A. All items must be covered by a Manufacturer warranty.

Each bidder must include the following items with the bid:

- Bid Quote Page Notarized
- W-9
- E-Verify Memorandum of Understanding
- Authorized OEM seller letter
- Non-collusion Letter

The successful bidder must provide the following within two weeks of being awarded the bid:

- Sign a contract with the conditions set forth in the bid.



BID QUOTE PAGE

Bid #21/22-22BOE

System-Wide

Electrical Supplies Bid

Bid Opening Date: April 7, 2022 at 8:30 A.M.

Location: St. Clair County Board of Education Annex

175 College St

Odenville, AL 35120

NAME OF COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

Part Number	Catalog Number	BRAND	Price
<i>Light Bulbs</i>			
PL-S 13w/850-2P	# 146878	Philips	
PL-C 26w/841-4P	# 383372	Philips	
PL-T 42w/841-4P	# 149039	Philips	
F17T8/TL 850/ALTO	# 280966	Philips	
F25T8/TL 850/ALTO	# 280925	Philips	
F32T8/TL 950/ALTO	# 479634	Philips	
FBO31/850		Open	
FB32T/TL 850/6	# 378802	Philips	
F40T12/CW-Supreme/ALTO	# 423889	Philips	



F48T12/CW/HO/ALTO	# 369785	Philips	
F54T5/850/HO/ALTO	# 135103	Philips	
<i>Ballasts</i>			
ICN-2P-N35I	2-Lamp	Advance	
ICN-3P-N35I	3-Lamp	Advance	
ICN-4P-N35I	4-Lamp	Advance	
B100	Emergency Ballast	Philips	
<i>LED</i>			
LED 16T8/LED/48-850/IF	On Ballast	Philips	
KT-14.5T8-48G/850-DX2-CP	Without Ballast	Keystone	
<i>Fixtures</i>			
KT-BPLED40PS-22-8CSA-VDIM/G2	2x2 LED Flat Panel	Keystone	
KT-BPLED50PS-24-8CSA-VDIM/G2	2x4 LED Flat Panel	Keystone	



AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/ OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:
County of _____:

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify program may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2_____.

I certify that the Affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

**To be returned to the Contractor or Grantee of a LOCAL SCHOOL BOARD
Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the St. Clair County Board of Education**



As a Contractor, as defined in the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, to the St. Clair County Board of Education (“the Board”), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or who fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor’s hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor’s enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys’ fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor’s failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date



Print Name/Title/Company

NON-COLLUSION AFFIDAVIT

I state that I am of _____ of _

(Title)

(Name of Firm)

and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The budgets shown in this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP) or Invitation to Bid (ITB).

(2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP/ITB, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFP/ITB, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form of non-responsive proposal.

(4) The proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) _____ its affiliated, subsidiaries, officers, directors,
(Name of Firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract.

I state that _____ understands and acknowledges that
(Name of Firm)

the above representations are material and important, and will be relied on by the St. Clair County Board of Education (SCCBOE) in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from SCCBOE of the true facts relating to the submission of proposals for this contract.

Signature

Printed Name