# BID PACKET

# First Light Safety – LED Signage

# Bid #25-001

## Double Springs, Alabama

## October 25, 2024, 9:00 AM

WINSTON COUNTY SCHOOLS
PROVIDA FUTURI
EST. 1908

## GENERAL POLICIES GOVERNING BIDS

**The Board proposes to make all purchases in accordance with Alabama Law.** As we understand it, the purposes of the Alabama State Bid Law are: (1) to enable the Boards of Education (and other public agencies) to get maximum value in goods and services for the money spent, and (2) to give responsible business concerns a fair opportunity to share in business created through public expenditures.

Under the law, the Board has the right to reject any or all bids and to consider quality, suitability to purpose, delivery dates, responsibility of bidders and other factors in selecting the products and services to be purchased and determining the successful bidders. The Board will select in each case what it considers to be the best product or service for the price.

Records showing the bids received and prices paid for each item will be placed on file and may be examined by the public upon request. If a bid is awarded to someone other than the lowest bidder, a note of explanation will appear in bid records. Mail inquiries regarding bids will not be answered.

## INSTRUCTIONS FOR BIDDING

1. Bids must be written or typed on the Invitation to Bid (or its attachments).
2. Mail or hand deliver sealed bid to the address on the Invitation to Bid.
3. Mark outside of the sealed envelope, the number of this bid: Bid#25-001. Any bid that is prematurely opened because it is not clearly marked on the outside of the envelope in this manner will be disqualified.
4. Bids must be in the Board office by the date and time shown on the Invitation to Bid. Late bids WILL NOT be accepted.
5. Bids will be received until the date and hour set in the Invitation to Bid.
6. The Board is exempt from sales tax. The bid should reflect this status.

**INVITATION TO BID**
**BID#25-001**

The Winston County Board of Education (hereinafter the Board) is accepting bids for the following:

**First Light Safety – LED Signage**

**(See Accompanying Bid Specifications)**

1. Bids are subject to the approval of the Winston County Board of Education.
2. No Bid Bond is required.
3. Awards will be made on the whole.
4. The Board reserves the right to reject any or all bids, in whole or in part, and may waive any formalities in the bid if, in its opinion, it is in the best interest of the Board to do so.
5. Detailed bid specifications are attached.

**The following terms and conditions shall apply to this bid:**

**Scope**:

- One (1) or more of the described specified equipment's for signage on school bus(es).
- Total Cost of Ownership may be considered in award process.
- Alternate bids will not be considered.
- Exceptions must be taken where manufacturer is unable to provide specified components. Prior-approved equals will not be allowed. Exceptions must be clearly worded to provide system with distinct difference in specified component.
- Fleet familiarity, service, and parts inventory may be taken into consideration to determine bid award as the factors may determine the lowest total cost of ownership.

**Equipment Description**:

1. Stop Arm – Front location, First Light Safety branded, Air controlled, fully illuminated Stop Arm 18.8" Octagon Double Sided, Strobing LED Lights, meeting ALSDE minimum specification, with reflective capabilities.
   Exceptions:_____

2. Front Sign – Front destination location, First Light Safety branded, LED Illuminated exterior bulkhead mounted, with 8" Letters "SCHOOL BUS", meeting ALSDE minimum specification, with reflective capabilities.
   Exceptions:_____

3. Rear Sign – Rear destination location, First Light Safety branded, LED Illuminated exterior bulkhead mounted, with 8" Letters "SCHOOL BUS", meeting ALSDE minimum specification, with reflective capabilities.
   Exceptions:_____

**Time and date bid must be received**: **Friday, October 25, 2024 at 9:00 AM CST**

**Bid Delivery/Opening Location**: **Winston County Board of Education**
**P.O. Box 9 / 25101 Highway 195**
**Double Springs, Alabama 35553**

**BID SUBMISSION FORM**

# Bid #25-001 First Light Safety – LED Signage

**Price per unit delivered: $_____**

**Delivery/Shipping: $_____**

Name of Company Submitting Bid: _____

Mailing Address: _____

_____

Telephone: _____

Email: _____

**The Board reserves the right to reject any or all bids.**

If you have any questions, please contact Daniel Farris, Transportation Supervisor at 205-717-3387. Financial questions may be directed to Morgan Blankenship, Chief School Financial Officer at 205-489-5018, extension 6715.

**A Company will be selected based on qualifications, experience, responsiveness, and price. It is understood that before a proposal is considered for award the Bidder may be requested by the Board to submit a statement of facts as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources available to be used in performing the contemplated work. The Board reserves the right to reject or accept any or all bids as deemed in the best interest of the Board.**

**I certify by my signature below that the bid price provided above is correct and that I have the authority to obligate the company to perform under the conditions outlined herein. By submission of this bid, I certify that neither the vendor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

_____ _____

Signature Date

_____ _____

Print or Type Name Title

**Information Regarding the Beason-Hammon**
**Alabama Taxpayer and Citizen Protection Act**

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 will participate in the E-Verify program and will 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 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.

**VENDOR MINORITY QUESTIONNAIRE**

The following information is required by the Alabama State Department of Education. Please complete this form and return it with your bid proposal. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list.

VENDOR NAME: _____

ADDRESS: _____

_____

PHONE: _____

IS THE COMPANY MINORITY OWNED? _____YES _____NO

IS THE COMPANY OWNED BY? _____MALE _____FEMALE _____BOTH

IS THE COMPANY INCORPORATED? _____YES _____NO

ETHNICITY OF OWNERSHIP:

_____ASIAN AMERICAN

_____AMERICAN INDIAN

_____BLACK

_____DISABLED

_____HISPANIC

_____OTHER (PLEASE SPECIFY):_____

_____ _____

Signature of Authorized Representative Date

_____

Print or Type Name

_____

Title

## Standard Contract Conditions

A. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States.
B. All products furnished to the Winston County Board of Education and consortium shall comply with the latest standard and regulations established by state and federal laws, including the United States Department of Agriculture for the Grade Specification. The Buy American provision (7CFR Part 210.21(d)) is one of the procurement standards school food authorities must comply with when purchasing commercial food products served in the school meals program.
C. The contractor shall not advertise or publish information for commercial benefit concerning this contract without prior written approval of the Winston County Board of Education and/or Consortium.
D. Contractors providing service under this invitation for bids, herewith, assures The Winston County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
E. State Sales Tax Exemption information will be issued upon request.
F. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicants) for employment because of age, race, religious creed, sex, national origin or handicap.
G. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Winston County Board of Education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
H. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
I. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
J. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.
K. Contractor shall comply with Section 103 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. Contractors shall, to the maximum extent possible, utilize domestic commodities. The legislation defines "domestic commodity or product" as one that is produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" shall mean that over 50 per cent of the final processed product shall consist of agricultural products that were grown domestically. Failure to abide by this provision shall result in the cancellation of the contract, the refund of all funds paid toward the purchase of such products, and the removal of the contractor from doing business with agencies of the State of Alabama for a period of not less than five (5) years.
L. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition

Council and the Defense Acquisition Regulations Council (Councils) as authorized 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

M. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

N. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

O. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy) of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

P. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Q. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

R. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.1251-1387), as amended – Contracts and sub-grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

S. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

T. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

U. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

V. Contractors must recognize mandatory standards and policies relating to energy efficiency and must be in compliance with the Energy Policy and Conservation Act (P.L. 94-265).

W. Section 9 of the Alabama Immigration Act No. 2011-535 (http://www.aqo.state.a1.us/File-lmmiqration-AL-Law-2011-535) requires contractors provide the Alabama Department of Education with an Affidavit of Immigration Compliance and the contractor's E-Verify Memorandum of Understanding as a condition of the award of any contract. These two documents must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. A contractor can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.dhs.gov/e-verifu.

X. In the event that the instructions, conditions, and specifications of the Winston County Board of Education exceed any of the previously mentioned agencies, the instructions, conditions, and specifications of said Board shall have control.