



To: Prospective Bidders
From: Terri Morgan, Enterprise City Schools
Re: Request for Bids – **Massage Chairs**

The Enterprise City Board of Education (BOE) is soliciting bids for **Ogawa Active XL 3D massage chairs** in the Enterprise City School System.

Sealed Bids are due on or before June 17, 2025 at 10:30 am. Bids will be opened at 10:30am on that date at the Enterprise City Board of Education at 220 Hutchinson St. Enterprise AL 36330.

If there are any questions concerning the bid, please contact Terri Morgan, Purchasing Agent, tmorgan@enterpriseschools.net

Vendors shall bid:

(15) Ogawa Active XL 3D massage chairs + 3 Year warranty

Additional Requirements:

- a) A copy of the bidders W-9 will be provided with the bid documents.

BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

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 Enterprise City Schools' "BID SPECIFICATIONS" form, and shall govern the selections of the items listed.
- b. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request.
- c. The Enterprise City Schools may not award on the basis of low bid only. Quality, conformity with specifications, the purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- d. In the event, the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive and their bid bond/check (if required) will be forfeited to Enterprise City Schools. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- e. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size, and quality of materials, products, service, or equipment consideration best adapted to the Board's intended use.
- f. Vendors shall bid on all items within the specified group/category. It is the intent of Enterprise City Schools to award the bid by groupings/categories or as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Enterprise City Schools.
- g. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.
- h. The Enterprise City Schools are tax-exempt from all taxes (Tax I.D. 63-6000875). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.
- i. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number, and bid opening

date shall be written on the outside of the deliverer's envelope. Failure to do so may cause the bid to be inadvertently opened and thus rejected.

- j. Discrimination on the basis of sex, race, age, religious belief, disability, national origin, or ethnic group is prohibited in all procurement activities of the Enterprise City Schools.
- k. Enterprise City Schools encourages contractors and suppliers to utilize minority business enterprises when providing goods and/or services. Minority business enterprises are those businesses controlled by individuals who are members of a minority group and include African Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.

Method of Award

- a. Enterprise City Schools reserves the right to accept the lowest bid on all items combined from one bidder 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 responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to the individual schools and other various locations within Enterprise City.
- c. In the event the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.
- d. A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting requirements and specifications.
- e. Enterprise City Schools reserves the right to accept or reject any or all bids.
- f. The award will be made in accordance with Code of Alabama 1975 Section 16-13 B-1- B-11.
- g. The decision of Enterprise City Schools will be final.
- h. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in the bid specifications, that will best serve the interest of Enterprise City Schools.

Contract Period

- a. The contract shall be for the duration of the project.

Pricing

- a. Prices are not to exceed two (2) decimal places.
- b. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid, delivered to the various locations, in amounts ordered.

- c. Prices are to include delivery to Enterprise City Schools location(s) as listed on the Purchase Order.
- d. Enterprise City Schools reserves the privilege to rebid or re-negotiate any item(s) if price(s) are beyond the amount anticipated/budgeted or negotiations are unsatisfactory.

Quantities

- a. The quantities of items specified herein are based upon estimated use. Because quantities listed are estimated, they may be increased or decreased according to the needs of various locations.

Method of Procurement

- a. Once the bid is board approved, notice will be issued to the awarded vendor(s). This notice does not authorize purchases of material or equipment. Purchase orders will be issued as authorization for all purchases. If the supplier fails to deliver items within the time specified, Enterprise City Schools reserves the right to award the bid to the next lowest responsible bidder.

Back Orders

- a. Back orders will not be accepted.

Non-Performance / Termination

- a. The Enterprise City Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to the vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/CNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
- b. In the event that either the vendor or the Enterprise City Board of Education defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.
- c. Enterprise City Schools reserves the right to cancel the contract or any category of the contract at any time without penalty if service, quality, or delivery is not satisfactory or if continuation of the contract or category is determined to be inconsistent with the best interests of Enterprise City Schools.

Insurance

Proof of liability insurance must be provided by the awarded vendor prior to the start of any work and updates submitted as insurance is renewed.

Proof of insurance to cover liability on property and person:

- Each Occurrence \$ 500,000
- Fire Damage (any one fire) 100,000
- Medical Expense (any one person) 10,000
- Personal & Adv. Injury 500,000
- General Aggregate 1,000,000
- Products – Comp/Op Aggregate 1,000,000

Hold Harmless

The contractor releases the Board, its assigns, employees, or agents from and agrees to indemnify and to hold harmless and defend the Board, its assigns, employees, and agents against any and all claims, actions, proceedings, costs, damages and liabilities, including attorney’s fees arising out of, connected with, or resulting from any damages to any person or property, including, the property of the contractor, his assigns, agents, or employees, or to equipment, materials, supplies, belongings or other items connected in any way with contractors actions in installing, delivery, constructing or handling of any equipment, supplies, services, or action in or on property of facilities of the Enterprise City School Board. The contractor agrees to pay all Board attorney cost in connection with this article and all other articles of this contract.

The contractor may not, without express written consent, except as otherwise noted in specifications, make any alterations to any property of the Board and must agree, as evidenced by vendor’s signature, to provide payment for any and all unauthorized alterations damages, or costs of repair caused in part or in whole by vendor from any action of the vendor, his assigns, employees and/or agents.

The Enterprise City Board of Education makes no representations, warranty, or covenant, express or implied with respect to any structure, facility, building, equipment or supplies which may be part of or subject to any action by the vendor as part of the contract and makes available to vendor same in “as is” condition. The contractor agrees that he is responsible for inspection of condition of items heretofore noted in this section, and same are to be inspected by the contractor prior to commencement of this contract to insure safety for the contractor, his employees, assigns and /or agents.

Contract

This bid document will serve as the contract between the Enterprise City Board of Education and the Vendor. Any contracts signed that changes the agreement laid forth in this bid must be expressly agreed to by the Enterprise City Board of Education to be considered a valid contract.

All contract provisions are made in accordance with Alabama law.

All contract disputes or any other litigation that may arise shall be resolved in the state of Alabama.

Bid Bond

NA

Cash Management for Federal Funds – Part 200

The Board will minimize the time the receipt of federal funds from the United States Treasury, the Alabama Department of education, or other pass-through entity, and the disbursement of those federal funds. Federal funds will only be requested to meet immediate cash needs for reimbursement not covered by prior receipts and anticipated disbursements that are generally fixed, such as monthly program salaries and benefits. Disbursements will be made within twenty business days after the receipt of funds.

The Chief School Financial Officer will maintain financial records that account for the receipt, obligation, and expenditure of each federal program fund. Cash balances for each federal program fund and for the aggregate of all federal program funds will be monitored weekly by the Chief School Financial Officer or designee.

Board procedures to minimize the cash balances in federal program funds are expected to prevent the aggregate cash balances of federal program funds from earning \$500 or more for the fiscal year if maintained in interest-bearing accounts. The federal program funds, with the exception of Child Nutrition Program Funds, will not be maintained in an interest-bearing account if the Chief Financial Officer determines that banking requirements for minimum or average balances are so high that an interest-bearing account would not be feasible. Federal program funds will be maintained in insured checking accounts that are subject to the state requirements for public deposits under the SAFE program.

Determination of Allowable Costs

Before instituting a financial transaction that will require the expenditure of federal funds the federal program director and the Chief School Finance Officer or designee will determine that the proposed transaction meets the requirements for allowable costs for the federal program. Actions to determine allowable costs will assure that:

- The proposed expenditure is included in the federal program budget;
- The proposed expenditure is reasonable and necessary for the federal program;
- The proposed expenditure is consistent with procedures for financial transactions of the board including:
 - *Purchase order approval procedures;*
 - *Contract review and approval procedures;*
 - *Applicable competitive purchasing procedures and;*
 - *Documentation supports the transaction.*

Before payments are made from federal funds the federal program director and the Chief School Financial Officer or designee will determine that the federal program expenditure complies with generally accepted accounting principles and complies with state, local and federal laws, rules and regulations.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the LOCAL BOARD OF EDUCATION ("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 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.

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. If your company is not an Alabama based company or does not have employees that work in the State of Alabama, you must include in your bid package submittal, a memo on company letterhead stating this fact. 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.

"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."

The amended law also changed the definition of SUBCONTRACTOR to "A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier." Another provision states, "Furthermore, during the performance of the contract, the subcontractor 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. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor."

Bid Specifications

- a. An equal quality brand is acceptable as a substitution for any cited brand; if bidding a different brand, **a copy of equipment specs must be included with bid.**
- b. Bid items listed are for specification purposes, any changes to these specifications must be listed in the bid submission.
- c. Bid price must include freight/delivery for all items at various sites and a 3 year parts and labor warranty for all items

EQUIPMENT & ACCESSORIES SPECIFICATIONS

Ogawa Active XL 3D Massage Chair

Chair Color: Black

Technical Specifications

Massage

- 3D IntelliGlide™ Mechanism
- 3 inch 3D Node
- L-Curve Technology
- 12 Automatic Massage Programs +3 Custom
- 6 Relaxing Back Massage Techniques
- Adjustable Speed and Intensity
- Foot and Sole Rollers
- Heat Therapy for Legs, Seat and Lumbar
- Automatic Leg Extension

Air Massage

- Full Body Air Massage / Arm Massage / Lumbar Massage
- Shoulder Massage / Foot and Calf Massage
- 30 Airbags / 5 Air intensity Levels

Technology

- Wall Saver
- Distance from wall - 6"
- Quick Auto body scanning
- Advance Bluetooth Speaker
- Auto-Time 5-30 minutes options
- Max Massage Time: 30 Minutes

Seat Adjustment

- Quick Access Buttons Embedded in Armrest
- One Touch Lie-Flat and Home Restore Button
- Zero Wall Recline
- Adjust backrest and footrest at any desirable position
- Automatic Footrest Adjustment
- Auto Leg Length Detectable
- Inductive-stop Sensors in Footrest

Specifications

- Dimensions: 60.6"L x 30"W x 46.8"H
- Full Recline: 73.6"L x 30"W x 35"H
- Shoulder Width: 23"
- Seat Width: 23"
- Net Weight: 202.8lbs.
- Power Voltage: 10-120V
- Rated Frequency: 60Hz
- Gross Weight: 242.5lbs.
- Recommended Height Range 5'0" - 6'4"
- Weight Capacity: 320lbs
- Usage Condition: Indoor 50-104F
- Storage Temperature Indoor: 68-140F
- Dual Power Speaker: 12W x 2
- Power Consumption: 120W

Remote Control

- Wired Touchscreen Tablet

Safety Features

- FDA Listed Medical Device
- Equipped with Overheating
- Power Surge Detector
- Child Safety Lock
- Legrest Safety Sensor

Bid Submission

All bids should be submitted to:

Enterprise Board of Education
Attn: Terri Morgan
220 Hutchinson St
Enterprise, AL 36330

Labeled in the bottom right corner:

Massage Chairs

Not to be opened until June 17, 2025 @ 10:30 am

Sealed Bids are due on or before June 17, 2025 @ 10:30 am. Bids will be opened at 10:30 am on that date at the Enterprise City Board of Education at 220 Hutchinson St. Enterprise AL 36330.

Please complete all forms below and submit a copy with your bid.

By signing this document, I agree to and understand all of the specifications listed in this bid.

Company Name _____

Phone Number _____

Contact Person _____

Signature _____

Bid Items Price Sheet

\$ _____ (15) Ogawa Active XL 3D Massage Chairs

_____ Brand (if not Ogawa, must include spec sheet)

Federal Contract Conditions

All funds being administered through DODEA are Federal and are governed by Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.

- a) Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41 CFR Part 60).
- b) Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
- c) Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- d) Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
- e) Bidders 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.
- f) Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
- g) Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- h) Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- i) Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
- j) Bidders must comply with the requirements of 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.

Please certify below by your signature that all products on this bid adheres to **Contract Conditions listed Above. (where applicable)**

Company Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters-Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

Name(s) and Title(s) of Authorized Representative(s)

Date Signatures

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address:

City/State/Zip Code:

Telephone Number: _____ Fax Number: _____

Email Address: _____

The company bidding is:

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____ Minority-Race _____ Woman Owned _____

I certify that the above information is true and correct:

Authorized signature: _____

Print name of authorized person: _____

Title: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.

2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.

3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.

4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: _____

**PRINT NAME
OF AUTHORIZED PERSON:** _____

TITLE: _____

SIGNATURE: _____
(Officer of the Company)