Marengo County Board of Education
101 Shiloh St
Linden, AL 36748
Phone: (205) 295-4123

Invitation to Bid #25-9

Marengo County Board of Education will be accepting sealed bids for **Basic Construction/ Maintenance Services – Marengo County Board of Education.**

SEALED BIDS WILL BE RECEIVED BY THE CENTRAL OFFICE LOCATED AT MARENGO COUNTY BOARD OF EDUCATION, 101 SHILOH ST, LINDEN, AL 36748, UNTIL **WEDNESDAY, SEPTEMBER 24, 2025, BY 12:00 PM.**

RETURN ENTIRE COMPLETED PROPOSAL TO: Marengo County Board of Education
101 North Shiloh
Linden, AL 36748-0339

MAILING ADDRESS: Marengo County Board of Education
P.O. Box 480339
Linden, AL 36748-0339

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE BIDS ARE RECEIVED IN THE FINANCE DEPARTMENT BEFORE THE SCHEDULED BID

BID #25-9
OPENING. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME, WILL NOT BE CONSIDERED. BIDDER MUST USE THIS FORM AND RETURN IN ITS ENTIRETY. *DO NOT RETURN SHEETS WHICH ARE "NO BID"*

Outside of your bid envelope must be marked with the Bid number, date and time of bid opening, Basic Construction/ Maintenance Services – Marengo County Board of Education, General Contractor's license number, if applicable (US MAIL, FEDERAL EXPRESS, UPS, ETC.)

FOR FURTHER INFORMATION RELATED TO THE PRODUCTS OR PROJECT CALL:
Dr. Kalvin Eaton, Superintendent (334) 295-4123

FOR FURTHER INFORMATION RELATED TO THE BID PROCESS CALL:
Brent Megginson, Facilities Coordinator (334) 295-4123

BID #25-9
Terms, conditions, and criteria applicable to bids and contracts awarded pursuant thereto:
SECTION I-GENERAL INFORMATION

1. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods or services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of delivery (including date, point of delivery or pickup, and transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidders' ability to meet the requirements of the invitation to bid.

2. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects, be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.

3. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to the Marengo County Board of Education ("the Board") their fitness and ability to provide the product, material, or service on the terms and conditions specified. Prospective vendors shall be responsible for advising the Board of their desire to be included in invitations to bid. The Board reserves the right not to solicit, receive, or entertain bids from vendors which have not responded to previous invitations, which have not performed to the satisfaction of the Board in previous transactions, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the Board. All potential vendors must disclose eligibility to bid on the project. Complete enclosed Certificate of Eligibility.

4. **Insurance Requirements:** Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverage(s) to be specified in the invitation.

5. **Advance Provisions or Samples:** The Board reserves the right to request demonstrations or samples of products or services before an award is made. When applicable, the bidder shall satisfy the request within seven (7) days. Failure to provide samples as requested will result in rejection of the product for award consideration. The vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within one month, the Marengo County Board of Education will dispose of the product. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.

6. **Discretion to Reject Bid:** The Marengo County Board of Education expressly reserves the right to reject all bids or parts thereof in its sole discretion.

7. **Equivalent Bids:** Bid specifications which refer to company names, brand names or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which offer products, materials or services of equivalent (or better) utility and quality. Bids proposing an equivalent product, service or material should include a complete explanation of the nature of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. *The Board or its agents will be the sole party responsible for determining equal or better bids.*

8. **Sales tax as required by Act 2013-205 Section 1 (g)**: For projects bid after January 1, 2014, the bid shall not include sales tax but the sales tax for the base bid and all bid items must be included on the contractor's bid proposal form. ABC Form C-3A indicates how the sales tax shall be accounted for on the bid proposal form and shall be modified by the project engineer as appropriate for the bid items for each project.

9. **Bidder's Certification:** Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of the Marengo County Board of Education.

10. **Reduction in Pricing**: In the event the vendor receives a reduction in cost from their supplier or manufacturer, the Marengo County Board of Education shall receive the benefit of such a reduction on any undelivered portion of the contract.

11. **Smoke Free Policy:** All Marengo County facilities and offices are smoke free environments. All potential and successful bidders must abide by this policy.

12. **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 bid document on any signature line.
    - C. Failure to include requested information (example, deviations).
    - D. Excessive errors.
    - E. Failure to include bid bond (if required).
    - F. Failure to have an original signature on the bid form, a faxed copy is not acceptable.
    - G. Failure to attend the pre-bid meeting (if required)

_____Authorized Signature _____Date

13. **Waive informality, technicality or irregularity:** The Marengo County Board of Education, or its Agent, shall have the right to waive any informality, technicality or irregularity.

14. **Termination of contract**: The Marengo County Board of Education has the right to cancel any contract, in accordance with Procurement Contract Rules and regulations, for cause, including but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional statutory provisions by state or federal law; and (6) substantial change in the financial or economic condition of the Marengo County Board of Education, (7) failure to resolve billing issues in a timely manner, (8) any other breach of contract. If the contract is terminated the contract may be awarded to the next lowest responsible bidder.

15. **Deviation Disclosure:** Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in disqualification of the vendor.

16. **Collusion:** The Board will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.

17. **Immigration Law:** 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 there from."

18. **Vendor Guidelines:** All vendors doing business with the Marengo County Schools are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Marengo County Schools when returning your proposal.

SECTION II-GENERAL CONDITIONS

All bidders submitting proposals for labor or product should attach the nature, extent and conditions of all warranties. Bidder should have a minimum of $ 1,000,000 liability insurance.

The quality and grade of all products and services provided by low bidder shall meet all Local, State, and Federal requirements and inspection/building codes and test, including, but not limited to American Disabilities Act, ADEM, OSHA, Fire & Safety, EPA, and Health Department.

By submitting a proposal, the contractor declares that neither he nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the owner, his employees or agents, including the engineers, in preparing the proposal, and that the entire proposal is based solely upon the construction documents bound herein together with any properly issued written addenda and not upon any other written representation.

BID #25-9

MINIMUM QUALIFICATIONS

1. General Contractor's license which permits the bidder to perform the scope of work specified within the bid and any other statutory licensure required.
2. **Bidder must submit with their proposal, supporting documentation from the General Contractor's License Board.**
3. Successful bidder shall have bonding capacity of at least $50,000. Contractors shall be capable of 100% bonding of materials and 100% bonding of labor to the minimum bonding capacity of $50,000.
4. All sub contractor's must be capable of 100% bonding
5. Successful bidder shall have a minimum of three (3) years' experience doing business under the same firm name in which the bids are submitted and with providing services, items or projects of similar size, nature and complexity to that specified. Joint venture contracts **will not** be considered.
6. Successful bidder shall have a minimum annual volume of at least $500,000 in construction value for the last three (3) years.
7. Successful bidder shall have a verified history of completing projects within the specified time and budget. A full explanation should be submitted for any delayed completion or change order request made during the last three years. Inexperienced or non-responsible contractors are precluded from bidding and award.
8. **Required Background Check:** Anyone that performs work at Marengo County Schools must have a basic criminal background check on file. All results must be permissible and appropriate to be able to work in the schools. It is the bidders' responsibility to pay for these reports and to keep them on file for audit purposes.

Overview: The purpose of this bid is to establish, through a competitive process, unit pricing for future purchases of basic construction services, such as but not limited to the following primary areas: 1) masonry (block, pouring and finishing concrete), 2) carpentry & glazing (framing, minor roof repairs, basic demolition, glass), 3) painting, etc., for use by our Maintenance/Support Operations Department. These services will be used on an "as needed basis" with no guarantee, expectations, or commitment to any specific volume of services at this time.

Completion Time: To be determined for each individual project.

Award: The following criteria will be used in evaluating and awarding this bid: 1) the general criteria for awarding bids, as included in Section I- General Information, 2) the bid will be awarded to the contractor meeting specifications who provides the lowest total cost as requested on the quote form. **Bidders must bid on all items indicated as well as initialing in agreement to the supplies/equipment mark-up percentages.**

Contract Period: Price effective for one year from date of award,under the same terms and conditions with written agreement between both parties.

Continuance of Contract: The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow continuation of this contract, the contract shall terminate on the date when funds are no longer available**.**

Substitution: The item, manufacturers or brands listed in this "Invitation to Bid" have proven to be of a grade, quality and availability which are acceptable to the Marengo County Board of Education. Therefore, substitutions for the product specified will not be considered. Only those products that meet or exceed the product and performance specifications as an equal will be considered. When submitting an item as an equal, you should provide a comparison of the specifications for the equal versus the product specified on the form included. *The burden of proving a product as an equal to that specified shall fall to the vendor submitting the proposal.*

Non Specified Items/Materials & Supplies/Pricing: The range of basic construction services to be purchased from this bid may require a variety of different construction materials and supplies which are unknown at the time of this Invitation (Non-specified items). In order to pre determine the pricing for the non-specified items, (materials & supplies) the cost plus percentage may be applied to any necessary non specified construction materials and supplies. Necessary supplies and materials should be billed at the actual competitive price of the items plus a 5% mark-up (cost plus percentage) for the contractor. The cost plus percentage is defined as the percentage of cost added to the contractors cost of the materials or supplies, to be secure and provide for the project. In addition, necessary equipment may be rented at cost plus 10%.

The purpose of the cost plus percentage for non-specified items/ materials is to allow the Marengo County Board of Education to buy from this bid construction materials and supplies (non-specified items) that have not and could not have been identified in the original "Invitation to Bid".

Pending Legal Actions: Disclose all past or present legal actions or party to all legal actions involved in for this service or product. Failure of accurate disclosure may result in bidder being disqualified.

SECTION II – GENERAL CONDITIONS (continued)

Payment Procedures/Terms

- All orders must be initiated with a purchase order.
- No backorders allowed, as specified on purchase order.
- Purchase orders are mailed unless otherwise instructed.
- Vendor will have measures in place to prevent duplication of orders.
- Vendor is expressly prohibited from the exchange of goods without approval of the assistant director of accounts payable. Return of goods to suppliers should be adequately controlled by the issuance of a credit memorandum sent to the Marengo County Board of Education.
- It is customary that payment terms will be Net 30 days from invoice date. However, because of the volume of purchases by the Marengo County Board of Education, and certain down times, such as Christmas holidays, spring and fall breaks and summer vacation, occasionally 45 days from invoice date will be necessary to process payment. The vendor will be responsible for disclosing in

their bid their acceptance of these terms. Checks will be mailed to the address furnished by the vendor and cannot be picked up at the central office except as approved by the Finance Director.

Any problems with collection of payment should be addressed to the Chief School Financial Officer at (334) 295-2230. By submitting a signed proposal for this bid, the vendor is acknowledging acceptance of these payment procedures/terms.

PUBLIC WORKS PROJECT REQUIREMENTS

Performance bond equal to 100% of the contract price is required. (39-1-1)
In addition, another bond (Payment Bond) is required for an amount not less than 50% of the contract price, with the obligation that the contractor or contractors shall make payments promptly to all persons who supply labor or materials and supplies in the prosecution of the work provided in the contract.

1. For any individual project that exceeds $50,000.00, the contractor shall, immediately after completion of the project, give notice of the completion by advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of four consecutive weeks. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. A copy of this notice of completion must be submitted to the person or department who issues the Purchase Orders and must accompany the final invoice, to receive final payment.

2. If successful bidder fails or refuses to sign the contract to accept all the requirements set forth, to make bond, or to provide evidence of insurance, the awarding authority may award the contract to the second lowest responsible bidder and responsive bidder. If the second lowest bidder fails or refuses to sign the contract, make bond, or to provide evidence of insurance, the awarding authority <u>may</u> award the contract to the third lowest responsible and responsive bidder.

3. If no bids, or only one bid is received, the awarding authority may advertise for and seek other competitive bids, <u>or</u> the awarding authority may direct that the work be done by <u>force account</u> under its direction and control, or the awarding authority may negotiate for the work through the receipt of informal bids not subject to the requirements of this section. When only one responsible and responsive bid is received, any negotiation for the work shall be for a price lower than that bid.

    a. <u>Forced Account defined</u> – work paid for by reimbursing for the actual costs for labor, materials and equipment usage incurred in the performance of the work, as directed, including a percentage for overhead and profit.

    d. <u>No</u> contract awarded to the lowest responsible and responsive bidder shall be

assignable by the successful bidder without written consent of the awarding authority, and in no event shall a contract be assigned to an unsuccessful bidder who was not responsible or responsive.

e. If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without forfeiture upon written notice to the awarding authority within three (3) working days after the opening of bids. The awarding authority has ten (10) days after receipt of low bidder's evidence, or by the next regular meeting to make a decision regarding the error. (39-2-11)

f. The bidder shall be required to file with his or her bid either by a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for and amount not less than five percent (5%) of the estimated cost, or if the contractor's bid, but no more than $10,000.00.

Bonding Company: _____.

The amount of bid bond or check that is being enclosed is $_____**.**

g. Contracts for public works project financed entirely by state or subdivisions thereof to provide for use of domestic products if available, etc.

(a) The awarding authority contracting for a public works project to be financed entirely by the State of Alabama or any political subdivision of the state, shall stipulate or cause to be stipulated in the contract a provision whereby the person, firm, or corporation undertaking the project 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 implemented under subsection (f) of Section 39-2-2.

(b) In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

h. Contractors for public works project financed entirely by state or subdivisions thereof to use steel produced in the United States; penalty.

(a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state shall use steel produced within the United States when specifications in the construction contract require the use of steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that

the procurement of the above mentioned domestic steel products becomes impractical as a result of a national emergency, national strike, or other cause, the awarding authority shall waive the above restriction.

(b) In the event the contractor violates the domestic steel requirements of subsection (a), and domestic steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

i. Preference to resident contractors in letting of certain public contracts.

(a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

(b) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law.

j. The attached Notarized Contractor's Qualification Certificates must be submitted and notarized, as part of the bid. The required Form of Certificate is AIA Document A305 Contractor's Qualification Statement 1986 Edition.

This "Invitation" <u>shall not</u> be altered by the bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this requirement <u>may</u> result in the bid being disqualified from consideration.

IDENTIFICATION

BID #25-9
If Marengo County business Licenses were issued to your company for the past twelve (12) months, please list numbers: _____Vendor's Federal I.D. Number:
Address: _____
I certify that _____ (Company name) has ___, or has not ___ been in operation for at least one year at location (s) zoned for the type of business conducted by my company at the address stated above.

_____(Authorized Signature) _____(Print Name)
****

IF BIDDER IS NOT FROM THE MARENGO COUNTY AREA, BIDDER SHOULD INDICATE, IN DETAIL, THEIR PLAN FOR PROVIDING SERVICE SHOULD THEY RECEIVE THE AWARD.

All Bidders should have verifiable projects of similar function, size and complexity. Bidder must furnish a sales/service representative to handle all details of order or subsequent service. Bidder is to provide the name, address and phone number of the representative who will be handling the order and any necessary service or warranty claims.
Name of Sales/Service Representative:_____
Address: _____ Phone # _____

_____Authorized Signature _____Date

QUOTE FORM

BID #25-9
Directions:
Below you should submit your hourly labor rate, as requested. The hourly rate should then be multiplied by the number of hours indicated to determine the extended cost for each of the four categories of labor. This project example is intended for bidding purposes only, as a way of determining the lowest bidder and in no way should be interpreted as an actual project.

ITEM # 1-CONSTRUCTION – LABOR RATE

Normal Rate	**Cost Per Hour**	**x # Hours =**	**Extended Cost**
1-a. Journeyman	$		$
1-b. Apprentice	$		$
Weekend / After Hours Rate			
1-c. Journeyman	$		$
1-d. Apprentice	$		$
Total Extended Cost for Item #1 (a+b+c+d): $			

Bonding Requirements based on above amount

Bidder must acknowledge the following conditions of this bid:

Supplies, Materials and Permits @ 5% mark-up of actual cost: _____
(Bidder to initial in agreement)

Rental Equipment @ 10% mark-up of actual cost: _____
(Bidder to initial in agreement)

Submittals:

1. **Bidder must submit with their proposal, supporting documentation from the General Contractor's License Board. (GC License Certificate)**

2. **Bidder must submit an inventory list of basic construction equipment. (refer to page 15 i.e. hand tools)**

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)
- Meeting the exact specifications ( )YES ( )NO or

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- As an equal/or better to the stated specifications ( )YES ( )NO

Authorized Signature Title Date

CERTIFICATION OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, that neither it 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.

Organization Name Street Address City, State, Zip

Name and Title of Authorized Representative

Signature Date

CERTIFICATE OF NON-COLLUSION

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THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE:

- This bid is the result of independent consideration and no other bidder or competitor has been involved.

- The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor.

- There has not been nor will there be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process.

- The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signer of violations occur.

_____ _____

Organization Submitting Bid Date

_____ _____

Name of Signer (Print Name) Authorized Signature

_____

Title

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CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the Marengo County Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

_____ _____

Authorized Signature Date

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DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications.

If deviations are found on said sample, and not listed, the bidder may be disqualified!

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THIS DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

_____ _____
Authorized Signature Title

_____
Date

BID #25-9

for Working in
Marengo County Schools

- NO weapons on school grounds.
- NO illegal substances on school grounds.
- NO smoking on school grounds.
- Visible identification required at all times.
- Sign in upon arrival, sign out on departure.
- NO contact or communication with students.
- Appropriate language used at all times.
- NO cell phones/pagers occupied in classrooms.
- Contract information and bid specifications furnished to the Superintendent and Principal.
- Work schedule furnished to the Superintendent Principal, before starting job/project.
- Project completion date furnished to the Superintendent and Principal.
- Advance notice given of after hours work, including areas to which access is needed.
- All equipment and physical plant left DAILY in good working order and securely locked.
- Work debris removed DAILY by vendor.
- School equipment replaced in original location.

_____ _____

Authorized Signature Date

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SCOPE OF WORK

DESCRIPTION: The purpose of this bid is to establish, through a competitive process, unit pricing for future purchases of basic construction services (labor, equipment, supplies, permits, equipment), such as but not limited to the following primary areas: 1) masonry (block, pouring and finishing concrete), 2) carpentry & glazing (framing, minor roof repair, basic demolition, glass), 3) painting, etc., for use by our Support Operations Department. It is also intended to pre-determine a method for establishing unit pricing for other non-specified items necessary to provide these service which may include but may not be limited to supplies, materials, permits, and rental equipment These services and non-specified items will be used on an "as needed basis" with no guarantee, expectations, or commitment to any specific volume of services at this time.

1. Contractor shall make every effort to first purchase any required materials or rental equipment from an established, valid and approved bid when possible. If no bid exist, purchases of materials or rental equipment must be purchased at market competitive prices.
2. The successful bidder must have an adequate inventory of basic construction tools (ie, hammers, saws, drills, etc.) available to them thereby minimizing the need for tool rental.
3. Prior to receiving notice to proceed on any individual project, the contractor must provide the Director of Support Operations with a FREE ESTIMATE of the project in question. The estimate should itemize cost for labor (number of hours for both apprentice and journeyman), materials, equipment rental and permits (including allowed mark-up percentage).
4. **Contractor is allowed to add the specified mark-up to the actual cost of the following:**
    a. **materials and permits @ 5% mark-up to the market competitive price**
    b. **equipment (with operator, if necessary) mark-up @ 10% mark-up to the market competitive price**
5. *Hourly labor rates for both apprentice and journeyman shall include the following: actual labor cost, all overhead, profit, and any necessary supervision and administrative support.*
6. Hourly labor rates should be defined as:
    a. Normal rates/ Monday-Friday from 8:00 a.m. - 3.30 p.m.
    b. After Hour rates/ other than the defined normal rates
7. Contractor will be responsible for obtaining all permits and inspections.
8. Contractor must provide either a cell number or an email address.
9. Contractor must be available 24 hours a day, 7 days a week.
10. Contractor must provide all original invoices upon request.
11. Any and all debris must be removed from the school grounds and disposed of in accordance with all government request, regulations, policies, and procedures.
12. All work must be coordinated with the superintendent.
13. The Marengo County Board of Education reserves the right to approve or deny specific equipment rental request on a per project basis.