

Midfield City Schools

INVITATION TO BID (ITB)

SOLICITATION NO. ITB#6152026

Midfield Elementary School

(2) HVAC Unit Replacement Project

Posting Date: June 16, 2026

Ura Elliott, Chief Procurement Officer

Midfield Elementary School

ITB#6152026



3 Ton 36,000 HVAC Project

SPECIFICATION SHEET/Turn Key Installation

MairVair ComPac/MAH & AVHA Series

Category	Details
Cooling Capacity	36,000 BTUH (3 Tons)
Efficiency Ratings	Up to 11.0 EER
Refrigerant	Eco-friendly R-410A
Voltage Options	208/230V (1-phase or 3-phase) and 460V (3-phase)
Airflow	Nominal airflow ranges from 1,000 to 1,200 CFM depending on ducting and ventilation configurations
Compressor	High-efficiency scroll compressor with built-in high/low pressure switch protection and short-cycle delay
Electric Heat Strips	Field or factory-installed strips available in increments of 5kW, 6kW, 9kW, 10kW, and 15kW
Ventilation	Can include manual/motorized fresh air dampers or an economizer with pressure relief
Dimensions	Standard 3-ton cabinet dimensions are approximately 35" to 42" High 38" to 42" Wide 15" to 22"
Approximate Weight	~380 to 420 lbs depending on the factory-installed accessories and heat strips selected

Emergency Procurement Notice: Due to the urgent nature of this project, the successful bidder must complete all HVAC services within a strict 30-day window from the commencement date.

Project Completion Deadline: July 29, 2026

SEALED PROPOSAL ENCLOSED

(Opened By Procurement Chief Officer)

Respondent's Name:

Primary Contact:

Respondent's Address:

Respondent's Email:

General Contractor License #

Submit Response To: Ura Daniel Elliott, Chief Procurement Officer

Email For Proposal Inquiries -uellott@midfield.k12.al.us

Telephone inquiries are not acceptable.

All questions must be submitted in writing via email:

Midfield City Schools Board Of Education

417 Parkwood St. Midfield Alabama 35228

Solicitation No./Title: Midfield Elementary School ITB#6152026

Mandatory Site Visit Email Contacts

Midfield City Schools Maintenance Department

Roderick Gulley -rgulley@midfield.k12.al.us

Dewayne Zeigler-dzeigler@midfield.k12.al.us

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No Bids Can Be Emailed

Table Of Content

Purpose.....	1.1
Midfield City & Midfield City School District Background.....	1.2
District Website.....	1.3
District Site Locations.....	1.4
Midfield City School Facilities Specifications.....	1.5
Alabama Emergency Procurement Law.....	2.0
ITB/RFP Schedule Of Events.....	2.1
Project Location Site Specifications.....	2.2
Midfield City Schools Ownership Of Work Product.....	3.0
Project Narrative.....	3.1
Scope Of Work.....	3.2
Safety & Occupancy Protocols.....	3.3
Project Schedule Work.....	3.4
Warranties & Final Inspection/Manufacturer Warranty.....	3.5
Cleaning Of Worksite.....	3.6
Cost Of Preparation, Submitting Proposal/Oral Presentation.....	4.0
Proposal Validity Period.....	4.1
The Parties.....	4.2
Project Coverage.....	4.3
Alabama Public Works.....	5.0
PSCA Public School College Authority Funding.....	5.1
Proposal Security.....	6.0
Bid Bond.....	6.1
Security Checks/Bid Bonds.....	6.2
Performance Bond & Payment Bond.....	6.3
Payment Schedule Of Values.....	6.4
Retainage.....	7.0
Stored Materials.....	7.1

Applicability.....	7.2
Orders.....	8.0
Purchase Orders.....	8.1
Invoicing & Payment.....	8.2
Non-Discrimination.....	9.0
Project Summary Overview.....	9.1
Proposed Contract.....	9.2
Contract Term.....	9.3
Cancellation/Termination.....	9.4
Public Disclosure.....	9.5
Warranty Of Price.....	9.6
Right To Purchase Elsewhere.....	9.7
Project Management & Oversight.....	9.8
Minimum Requirements.....	9.9
Capital Improvement Projects Acts (Act 2021-476).....	10.0
General Contractors.....	10.1
Licensing & Bidding Thresholds/State Contractor License.....	10.2
Change Orders.....	11.0
Submission Conditions No Withdrawing.....	11.1
Solution Qualifications.....	11.2
Proposal Evaluation.....	11.3
Award.....	12.0
Gratuities.....	12.1
Process.....	12.2
Confidentiality.....	12.3
Selection Process.....	12.4
Insurance Requirements.....	13.0
Prime Proposer.....	13.1
Permits & Licenses.....	13.2
Defense & Indemnification.....	14.0
Staff Qualifications & Experience.....	14.1
School District Regulations.....	14.2
Identification.....	14.3
Independent Contractor.....	15.0
Subcontractor.....	16.0
Delegation , Subcontracts And Assignment.....	16.1

Pending Legal Actions.....	16.2
State Of Alabama Immigration Law.....	16.3
Alabama E-Verify Employer Agent Service.....	16.4
Rejection Of Proposal.....	17.0
Protest.....	17.1
Addenda.....	17.2
Proposer's Qualifications & Experience Checklist.....	17.3
Proposal Preparation.....	18.0
Federal Awarded Contract Provision.....	18.1
Statement Of Acknowledgement.....	18.2
Certification Of Authorization & Validity.....	18.3
Acceptance Of ITB/RFP Conditions.....	18.4
Contractor Signature.....	18.5
Proposer Inquiries.....	19.0
Attachment A.....	Bidder Checklist
Attachment B.....	Bidder Pricelist
Attachment C.....	Midfield Board Of Education
Attachment D.....	Midfield High School
Attachment E.....	Midfield Elementary School
Attachment F.....	Rutledge Middle School
Attachment G.....	SOW Specifications

1.1 Purpose

The Midfield City School Board of Education (the “Board”) On June 15, 2026 Board Meeting Approved The Superintendent’s Recommendation to Declare A HVAC Emergency For Midfield Elementary School and is seeking immediate proposals from qualified Commercial Licensed General Contractor Roofing installers to provide Turn-Key HVAC 3 Ton Replacement for 2 Classrooms At Midfield Elementary School in accordance with the terms, conditions, requirements, and specifications contained in this Invitation To Bid (ITB).

1.2 Midfield City & Midfield City School District Background

The municipality of Midfield, Alabama, encompasses an aggregate geographic area of 2.66 square miles.

Midfield, Alabama, maintains an approximate residency count of 4,800 to 5,000 citizens. Situated within Jefferson County as a Birmingham suburb, the city occupies roughly 2.7 square miles with a community composition that is over 80% African American.

Following a public vote to establish local funding, the Midfield City School District transitioned from the Jefferson County School System in 1970. Effective July 1, 1971, the Board assumed control of three facilities: Midfield Elementary, Wilkes Junior High (currently Rutledge Middle), and Rutledge School. Midfield High School was subsequently developed in 1972.

The Midfield City School District is the school system located in Midfield, Alabama. Midfield City Schools serve about 1,020 students and employ about 146 faculty and staff. The district includes one elementary school, one middle school, and one high school.

1.3 District Website

www.midfield.k12.al.us

1.4 District Site Locations

Facility Name	Address
Midfield Board of Education	417 Parkwood Street, Midfield, AL 35228
Midfield Elementary School	416 Parkwood Street, Midfield, AL 35228
Rutledge Middle School	1221 8th Street, Midfield, AL 35228
Midfield High School	1600 High School Rd., Midfield, AL 35228
MHS Vocational Building 2	1600 High School Rd., Midfield, AL 35228
MCS Alternative School	1600 High School Rd., Midfield, AL 35228
MCS Performing Arts Center	1600 High School Rd., Midfield, AL 35228

1.5 Midfield City Schools Facilities Specifications

Building Name	Construction Year	Total Rooms	Square Footage
Midfield Board of Education	1978	16	5,137 sq. ft.
Midfield High School	1971	45	134,629 sq. ft.
MHS Vocational Building 1	1979	8	10,718 sq. ft.
MHS Vocational Building 2	1979	8	14,400 sq. ft.
Midfield Elementary School	1954	45	69,165 sq. ft.
Rutledge Middle School	1974	36	59,516 sq. ft.

2.0 Alabama Emergency Procurement Law Code of Ala. 1975, § 41-4-136

Under Alabama law (Code of Ala. 1975, § 41-4-136), state and local agencies can bypass standard competitive bidding requirements to address situations that threaten public health, welfare, or safety (such as floods, riots, or epidemics). While public advertisement is waived, agencies must still secure as much competition as practicable and thoroughly document the emergency.

Key Emergency Procurement Rules & Limitations

- **Strict Limits:** Procurements are strictly limited only to the supplies, services, or repairs necessary to mitigate the immediate emergency. [
- **Written Determination:** A formal written declaration is required before the contract is awarded. It must specify the nature of the emergency, the danger of delay, and justify the selection of the specific contractor.
- **Record Keeping:** Agencies must maintain a detailed record of each contract, including the contractor's name, contract amount, type of service, and contract file identification.
- **Delegation:** The authority to declare and process emergency procurements generally rests with the Superintendent & Board Of Education.

2.1 ITB/RFP Schedule of Events

The schedule set forth herein represents the Board's anticipated schedule for this RFP. The

Board reserves the right to modify dates at its discretion. The schedule is as follows:

Invitation To Bid MES HVAC ITB#6152026 Schedule

Event	Date
Release and Post RFP/ITB#6152026	June 16, 2026
Mandatory Pre-Bid Meeting Site Visit	June 16-25, 2026 8am-4pm
Request For Information	June 25, 2026
Sealed Bid Submission Deadline	July 1, 2026 By 4P.M. @ BOE
Public Sealed Bid Opening	July 1, 2026 @ 4:15PM(BOE)
Board Approval & Award	July 2, 2026 @ 5:30PM (BOE)
Contractor Mobilization Start Date/TBA	End Date July 29, 2026

2.2 Project Location Site Specifications

Midfield Elementary School
416 Parkwood Street 35228, Alabama

Category	Details
Facility Name	Midfield Elementary School
Address	416 Parkwood Street, 35228, Alabama
Construction Year	1954
Classrooms	33
Offices	6
Data Rooms	1
Library	1
Lunchroom	1
Gym	1
Activity Room	1
Main Office	1

Category	Details
Total Rooms	45
Square Footage	69,165 sq. ft.

3.0 Midfield City Schools Ownership of Work Product:

Midfield City Schools owns any materials, curriculum, custom software, or data *developed specifically for the school* under the ITB/RFP contract that remain the exclusive property of the school district.

3.1 Project Narrative:

Project Narrative: Midfield Elementary School Project#ITB 6152026. Project Summary & Background The Midfield Elementary School located at 416 Parkwood Street Rd. Midfield AL 35228 requires a Turn-Key HVAC Solution (Rip & Replace) for **(2 Classrooms) 2-3 Ton Units** Single Zone Replacement HVAC Unit .

Project Scope & Objectives Objective: Install two (2) Marvair 3-ton vertical wall-pack HVAC units (e.g., Classic Heat Pump Series) to serve Classroom A and Classroom B. Location: Irondale, AL, USA. Capacity: 36,000 BTUs of cooling and heating capacity per classroom, satisfying peak thermal loads.

System Specifications & Features Design: Self-contained, factory-charged package units mounted directly to the exterior walls. Ventilation: Equipped with factory-calibrated economizers or motorized fresh air dampers to meet ASHRAE 62 standards for indoor air quality.

Efficiency: High-efficiency scroll compressors featuring multi-stage cooling to precisely match classroom loads. Electrical: 208/230V or 460V, single or three-phase power supply, complete with integrated circuit breakers.

Installation Methodology Structural: Cut exterior wall openings and frame structural reinforcement to support the weight of the wall-pack units. Seal penetrations against weather intrusion using Marvair mounting flanges.

Electrical: Run dedicated branch circuits from the school's main distribution panel to the exterior disconnects. Wire the indoor wall thermostats or tie into the existing central Building Automation System (BAS). Commissioning: Test refrigeration circuits, verify airflow and refrigerant charge, and calibrate economizer set points for "free cooling" capabilities when ambient conditions allow.

3.2 HVAC Replacement Scope of Work (Quantity 2)-3 Ton Replacement Unit

1. Project Management & Administration

- Safety & Compliance: Submit a detailed project safety plan prior to commencing work. Ensure all technicians possess valid certifications.
- Permits: Secure any necessary mechanical, electrical, and structural permits required by local municipal building codes.
- Site Protection: Lay down protective floor coverings and dust barriers in the classrooms to shield furnishings, technology, and floors.

2. Equipment Delivery & Demolition

- Delivery & Staging: Receive, inspect, and stage two 3-ton Marvair classroom units (e.g., [Marvair Scholar 2.0](#) or Classic Wall-Mount) and associated components.
- Refrigerant Recovery: Reclaim and recover existing refrigerant from the old units per EPA guidelines.
- Removal: Disconnect and carefully remove the existing units, wall sleeves, grilles, and associated old thermostats. Dispose of the materials at a certified recycling facility.

3. Structural & Mechanical Modifications

- Wall Preparation: Inspect the existing exterior wall sleeves and cut or modify the rough openings to fit the exact dimensions of the new 3-ton Marvair units.
- Mounting & Sealing: Install the new wall-mounted sleeves, ensuring a completely level, structurally sound, and weathertight fit. Apply commercial-grade weatherproofing, flashing, and exterior caulking to prevent water infiltration.
- Louver Installation: Install new architectural exterior louvers matched to the building's exterior aesthetics.

4. Electrical Connections

- Power Supply: Route new or verify existing dedicated electrical power supplies. Ensure wiring, disconnects, and fuses/breakers match the voltage/amperage requirements of the new 3-ton units.
- Control Wiring: Run new low-voltage thermostat wiring from the unit to the intended classroom thermostat location.
- Grounding: Ensure all equipment is properly grounded according to the National Electrical Code (NEC).

5. Condensate & Ventilation System

- Drainage: Install/connect condensate drain piping from the unit's indoor evaporator coil to an appropriate building drain, dry well, or exterior discharge point.
- Ventilation/Economizer: If applicable, wire and configure any built-in economizers or Energy Recovery Ventilators (ERVs) to ensure compliance with indoor air quality standards.

6. Testing, Commissioning, & Handover

- System Start-Up: Perform start-up procedures in strict accordance with [Marvair's installation manuals](#).
- Testing Parameters:
 - Check refrigerant charge and verify operating pressures.
 - Test heating, cooling, and fan speeds.
 - Check and calibrate the classroom thermostats.
 - Ensure the indoor air quality/ventilation rates are met.
- Cleanup & Debris: Remove all packing materials, tools, and construction debris from the classrooms, leaving the rooms in "broom-clean" condition.
- Training & Documentation: Provide school facility staff with operations manuals, warranty documentation, and basic instructions on operating the new

thermostats.

3.3 Safety & Occupancy Protocols

Safety & Occupancy Protocols: Because this work will occur on an active school campus, strict safety protocols must be followed: Site Security: Contractors must strictly isolate the work zone using construction fencing and barricades. No unauthorized personnel, students, or staff are permitted near the construction footprint or staging areas. Noise & Odor Control: Work generating extreme noise, heavy vibrations, or fumes must be coordinated with the school administration and scheduled during off-hours, weekends, or summer break. Debris Clean-Up: All nails, debris, and hazardous materials must be cleared from the ground, walkways, and parking lots daily.

3.4 Project Schedule Work

Project Schedule Work is strictly restricted to the summer recess window. Project Start Date: [Month, Day, Year, , July 2026] Substantial Completion: [Month, Day, Year, e.g., August 1, 2026]

3.5 Warranties & Final Inspection/Manufacturer Warranty

Warranties & Final Inspection/Manufacturer Warranty: Provide a [e.g., 20-year] Non-Prorated System Warranty for materials and watertightness. Workmanship Warranty: Provide a [e.g., 5-year] Contractor's Guarantee for labor and workmanship. Final Inspection: A mandatory punch-walk must be conducted by the Contractor, District Representative, and Manufacturer Technical Representative prior to final sign-off.

3.6 Cleaning of Worksite

The Bidder shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed.

On a daily basis, Bidder shall remove from site, all waste materials, rubbish, tools, equipment, machinery, chemicals and surplus materials.

4.0 Cost of Preparation, Submitting Proposal/Oral Presentation

All costs related to the preparation and submission of the proposal and oral presentation(s) shall be borne by the Proposer. The District will not be liable for any delay in acting upon proposals.

4.1 Proposal Validity Period

Each Proposer agrees that its proposal will remain firm and subject to acceptance by the Board for a period of ninety (90) calendar days from the proposal opening date.

4.2 The Parties: The contractor pays the surety an upfront premium for the bond. If the contractor fails to perform—or goes out of business—the surety steps in to either hire a new contractor, finance the completion of the project, or compensate the owner

up to the bond's penal sum.

4.3 Project Coverage: Performance bonds are almost always written for 100% of the total contract amount.

5.0 Alabama Public Works: Under Alabama law, performance (and payment) bonds are mandatory for all public works projects (e.g., schools, roads, municipal buildings) that exceed \$100,000.

5.1 Public School College Authority Fund (PSCA)

PSCA Number Assignment: All PSCA forms must include the specific PSCA project number assigned by your funding approval authority (e.g., ALSDE for K-12).

Severable Payments: PSCA funds must be used first before any local owner funds. Contracts involving partial PSCA funding and local funds must include the [Special Provision for Severable Payments](#).

DCM Forms Usage: If your project involves PSCA funds, you must use the PSCA-specific DCM forms (e.g., DCM Form 9-K for Owner/Architect Agreements) rather than standard state agency forms.

6.0 Proposal Security

Proposal security shall be payable to Midfield City Schools. It is required that the Proposer must submit with his/her proposal a certified check, cashier's check drawn on an Alabama Bank or a bid bond to Midfield City Schools in the amount equal to five (5%) percent of the bid (subject to a maximum of \$10,000.00).

6.1 Bid Bond: A cashier's check or bid bond (usually ranging from 5% of the total bid up to \$10,000) is typically required to accompany your bid proposal. Performance & Payment Bonds: If awarded the contract, you will generally be required to furnish a 100% Performance Bond and a 50% Labor & Materials Payment Bond. E-Verify Compliance: Under Alabama law, all contractors must participate in the federal E-Verify program to ensure a legal workforce. You must provide a notarized affidavit and E-Verify documentation with your bid. Tax Exemption: Materials incorporated into qualifying public works projects are exempt from Alabama state sales and use taxes. General contractors are responsible for adhering to Alabama Department of Revenue rules to utilize this exemption.

6.2 Security Checks/Bid Bonds

Midfield City School Board of Education will retain security checks/bonds until:

1. The successful Bidder has signed/executed the contract.
2. Ninety (90) calendar days after bid opening or until the contract is executed, whichever is shorter.
3. Bidder refuses to enter into a contract.
4. All Bids have been rejected.

6.3 Performance Bond & Payment Bond

Performance Bond & Payment Bond will be due at the signing of the Proposal security or

original bid bond must be received with proposal; copies are not acceptable. All proposals submitted without the required proposal security will be rejected. A surety legally authorized to conduct business in the State of Alabama shall issue the bond.

6.4 Payment Schedule of Values (SOV): The total in the SOV must break down the contract price into logical line items and match the payment request "to the penny".

7.0 Retainage: By state law, retainage is generally capped at a maximum of 10% of the estimated work. The retained amount must be released within 60 days of the project's completion.

7.1 Stored Materials: Contractors must use DCM Form C-10SM (or an equivalent approved tracking method) to claim and estimate the value of materials stored on-site prior to installation.

7.2 Applicability: The DCM's formal payment procedures apply to State Department/Agency contracts and Public School and College Authority (PSCA) or state bond-funded projects. Fully locally-funded K-12 projects do not go through DCM for payment processing.

8.0 Orders

Purchase Orders are required for all goods and/or services. Bidders shall not accept or deliver orders for goods and/or services without the issuance of a Purchase Order.

8.1 Purchase Orders

Bidder shall not accept orders or perform any work prior to the receipt of a purchase order from Midfield City Schools

A purchase order issued by the Purchasing Department is the only legal authorization for Bidders to perform services as stated herein.

A commitment, either written or verbal, from District employees without a purchase order issued by the Purchasing Department does not constitute an obligation by the District to a Bidder.

Bidders that perform services or provide commodities without a purchase order issued by the Purchasing Department do so at their own risk and at risk of non-payment.

8.2 Invoicing & Payment

Vendors must submit original invoices for payment.

At a minimum, invoices will include:

1. Name, address, and telephone number of the Vendor.
2. The purchase order number.
3. Accurate listing of goods and/or services.
4. Quantity, applicable unit prices, total prices, and total invoice amount.
5. Any additional information specified by the Request for Proposal.

9.0 Non-Discrimination

Midfield City Schools Board of Education is committed to ensuring equal opportunity in and equal access for Proposers regardless of race, color, religion, national origin, gender, age, disability, or sexual orientation

In this regard, the Board encourages Proposers to show a good faith effort to purchase goods, services and materials from minority and women owned suppliers and contractors.

Proposer shall not discriminate against client, employee, or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status, or medical status.

Proposer shall comply with all applicable sections of the American with Disability Act.

9.1 Project Summary Overview

Midfield City Schools (MCS) is committed to providing a completely secure and safe environment for all students and to support learning in all its classrooms in a comfortable Environment.

The vendor will configure and

9.2 Proposed Contract

Provide a sample proposed contract for our legal department to review. Contract must include language for funding termination or cancellation

9.3 Contract Term

The project should start immediately on contract signing. It is expected that the project award will be made

9.4 Cancellation/Termination

Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within ten (10) calendar days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective actions or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) calendar days will authorize the other party to terminate this agreement by written notice.

Midfield City Schools may terminate all or any part of a subsequent award or contract by giving notice of default to awardee.

If the awardee: (1) refuses or fails to deliver goods and/or services within the time specified; (2) fails to comply with any provisions of this RFP/ITB or so fails to make progress as to performance, hereunder, or (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.

In the event of termination for default, the school district's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

Midfield City Schools may, during the contract period, terminate or discontinue the purchase of

goods and/or services covered in this RFP/ITB at the end of the District's then current fiscal year and upon thirty (30) calendar days prior written notice to the awardee.

Continuation of any agreement between Midfield City Schools and awardee beyond a fiscal year is contingent upon appropriation of funds for the purpose of this RFP and any resulting agreement.

Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidation of damages shall accrue to Midfield City Schools as a result.

9.5 Public Disclosure

Subject to applicable law or regulations, the content of each Proposer's proposal submission shall become public information upon the effective date of any resulting contract.

In order to protect the integrity of the Contracting process, proposals will not be disclosed until after award and signing of the Contract. To the extent the law allows, the District will not disclose proposals to other Proposers before a Contract is signed.

This will ensure fair competition without undue advantage to any Proposer leading to private gain and public loss.

The proposals shall be deemed public records, excepting those portions, which have been designated by law as proprietary.

9.6 Warranty of Price

Midfield City Schools will pay the price for goods and/or services specified by the Proposer's proposal. The Proposer warrants its price to be no higher than the Proposer's current prices on services by others for identical services covered by this Request for Proposal for others for similar services, under similar conditions, and methods of purchase.

During the course of this contract, the Proposer will inform Midfield City Schools, and give the opportunity to take advantage of any price decrease on services requested by similar customers.

9.7 Right to Purchase Elsewhere

The Board will not actively solicit proposals and quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified goods and/or services. If the contract term(s) are not met, the Board reserves the right to enter into a contract with the next lowest responsible Proposer for all goods and/or services covered by this contract.

9.8 Project Management & Oversight

The Proposer Will Provide MCS Board Of Education A Organizational Chart On Project Manager, Supervisors, And Technical Support. The Chief Procurement Officer Will Verify And Oversee All Work Of Scope For Midfield City Schools

9.9 Minimum Eligibility Requirements

10.0 Capital Improvement Projects Act (Act 2021-476 / HB 220)

Effective February 1, 2022, this legislation permits Local Education Agencies (LEAs) to perform capital improvement projects estimated by a licensed design professional to cost less than \$500,000, or maintenance and repair work on existing HVAC systems or roofs, without oversight from the Division of Construction Management (DCM).

10.1 General Contractors

General Contractors submitting an Invitation to Bid (ITB) in Alabama must follow strict state laws and municipal regulations. Key mandatory provisions include carrying an active state license for projects over \$50,000, providing Performance and Payment bonds, and complying with E-Verify immigration mandates. Primary provisions and compliance requirements in Alabama include:

10.2 Licensing & Bidding Thresholds/State Contractor License:

For commercial or public construction projects valued at \$50,000 or more, general contractors must be licensed by the Alabama Licensing Board for General Contractors. License Disclosure: Your state license number must be clearly printed on the outside of the sealed bid envelope. For projects under \$50,000, you must write "Bid less than \$50,000" on the envelope. Competitive Bid Law: Municipalities and state agencies must use sealed, open competitive bidding for expenditures of \$30,000 or more (for cities/counties) and \$15,000 or more (for state entities).

11.0 Change Orders

The Prime Contractor Must Send A formal written notice the moment unforeseen site conditions or scope alterations are discovered to Midfield City Schools.

The Prime Contractor Must Detail the Costs: Provide comprehensive breakdowns detailing labor, materials, equipment, and adjustments to Overhead & Profit (OH&P).

The 10% Cumulative Rule: If the cumulative value of change orders exceeds 10% of the original contract amount, the Awarding Authority's legal counsel must sign the DCM Form B-11: Change Order Justification

11.1 Submission Conditions No Withdrawing: Most Alabama public entities mandate that bids cannot be withdrawn for 30 to 60 days following the scheduled bid opening. Local Preference: Many municipalities and boards of education apply resident/local contractor preferences, meaning your bid may be accepted if it falls within a certain percentage (e.g., 5%) of the lowest non-resident bid. To ensure a bid is responsive and compliant, it is highly recommended to review the Alabama Competitive Bid Law Guidelines. The District has established minimum qualifications that Proposers must meet in order for the Proposer's response to be considered responsive.

It is necessary for each Proposer to include a written statement that they understand and meet the minimum eligibility requirements as a part of the proposal, including Executive Summary and specific information as necessary to demonstrate satisfaction of each requirement as outlined below.

1. The proposer delivers a proposal organized according to the RFP/ITB and has addressed each requirement completely. Where requested has included descriptive information, literature and drawings completely.

Where requested has included descriptive information, literature and drawings that are sufficient in detail and organized to demonstrate compliance with request or specifications and has provided complete pricing as requested.

2. Proposer has been in business and provided goods and/or services that are of the same nature for a minimum of five (5) years.

3. Proposer has a minimum of three (3) references of similarly completed services, or services in progress, which demonstrate the responding firm's expertise and capabilities in similar services as outlined in the RFP.

The Board reserves the right to utilize any other references other than what is provided by the Proposer.

4. Proposer is in good standing with federal, state, and municipal jurisdictions to conduct business with the District and is not under investigation or engaged in litigation that would hinder the conduct of business

5. Proposer must provide all applicable federal and state professional licensing requirements.

6. Proposer must provide all required notifications and forms included as requested in this RFP.

7. The Proposer has presently, or will have at the time of implementation, the professionals, and supporting staff necessary to deliver the proposed goods and/or services throughout the District in a timely manner.

8. Proposer is fully capable of delivering a solution inclusive of all required goods and/or services described herein as a part of their proposed solution.

11.2 Solution Qualifications

- Structure the responses in this section in such a way that the responses completely and clearly address all requirements, specifications, and conditions of this RFP.

In addition, clearly identified subsections that address the following:

A. Project Approach - Provide a comprehensive description of the approach to providing the goods and/or services required in the Scope of Services.

B. Methodology – Please provide details on how you propose to deliver a mini split system in 2 Classrooms

C. Training - Please include a description of user training, and product maintenance training that will be included.

D. Implementation Plan - Please include a realistic implementation plan for the solution proposed. Please include details on management of the supply chain of products based on known availability and delivery timeframes provided by the distributor used or manufacturer.

E. Project Management Plan - Please include project management process that your organization utilizes to effectively coordinate, oversee, administer, and deliver the proposed solution.

F. Quality Assurance Plan - Please indicate established processes and procedures to ensure that solution and records are maintained as required and in compliance with the contract provisions and applicable laws.

11.3 Proposal Evaluation

An Evaluation Team will review the proposals and make a recommendation.

The criteria listed below will be used ranking them in relative position based on how fully each proposal ranking them in relative position based on how fully each proposal meets the requirements of this ITB/RFP.

Evaluation Criteria: 100 Point Evaluation

Criteria	Weighting (Points)	Requirements
Vendor Qualifications and Experience	35	Meets mandatory qualifications; provides organizational structure, management plan, narrative of experience, and at least 3 references.
Budget Proposal	30	Cost proposal is technically sound, cost-effective, includes options, and delineates reasonableness for activities and deliverables.
Detailed Description and Delivery Date of Product & Services	35	Provides clear design solution/procedures; demonstrates method/schedule for timely delivery.

12.0 Award

It is the intent of the Board to award the contract to a single proposer. The contract will be awarded on evaluation of proposals considering all essential factors and in a manner that will best serve the interest of the Midfield City School Board Of Education.

It is not the policy of the Board to award contracts on the basis of price alone, quality of service and suitability to purpose and the needs of the Board being controlling factors.

The Board may award the contract to the lowest responsible Proposer submitting the best overall proposal, best line-item proposal or may reject any or all proposals.

A refusal by the first lowest responsible Proposer may result in the proposal being awarded to the next lowest responsible Proposer meeting requirements and specifications.

12.1 Gratuities

The Board may terminate this contract if the Board finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the Midfield City School

Board of Education to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of the contract.

12.2 Process

a. The District reserves the right to supplement, amend, or otherwise modify this ITB/RFP at any time prior to the selection of a Proposer.

b. The District intends to make an award only to a Proposer that has complied with the terms, conditions, and requirements of the RFP. The award will be based on the combined scores for proposals as outlined in the Evaluation Process.

c. Based upon the results of the evaluation, the District, at its sole discretion, may: recommend award to the top ranked Proposer; may short list the top ranked Proposers for further consideration; or may reject all proposals received.

d. In the event that the District chooses to create a finalist pool of Proposers or simply determines all proposals require deeper exploration by the District, the District may request and offer the Proposers invitations to present their solution and address the Selection Committee.

During this interactive presentation process, no alterations to the submissions of the original proposal shall be allowed, however, clarifications of proposals will be allowed.

e. The District reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If the District cannot reach a mutually beneficial agreement with the first selected Proposer, MCS reserves the right not to award or to enter into negotiations with the next highest ranked Proposer and continue this process until an agreement is reached.

12.3 Confidentiality

All information contained in the ITB/RFP is considered to be the exclusive property of Midfield City Schools. Recipients of this RFP are not to disclose any information contained within the RFP unless such information is publically available.

This ITB/RFP is provided for the sole purpose of allowing Vendors to respond to these specifications.

12.4 Selection Process

Midfield City Schools will select the vendor that provides the most technically sound and cost-effective proposal that best fits the needs of Midfield City Schools.

The vendor product will be evaluated primarily on the scope of the activities linked to associated costs as detailed in the ITB/RFP. ITB/RFPs will be reviewed to ascertain that minimum requirements have been met.

Midfield City Schools reserves the right to conduct discussions with potential vendors in order to clarify information contained in their proposals, but the MCS has no obligation to do so.

The vendor will provide notice to the Midfield City Schools any partnership with another firm to provide parts of the solution; however, the vendor must provide management of the partner and is responsible for all project performance.

13.0 Insurance Requirements The successful Proposer shall provide the Procurement Chief Officer a current Certificate of Insurance (COI) as evidence of the required types of insurance and minimum liabilities specified in Attachment B - Insurance Requirements Form. Upon notice of award, the COI must be submitted to the Procurement Chief Officer within five (5) business days of notice. Proposer will not be issued a purchase order or contract before receipt of a COI.

The Board reserves the right to terminate any resulting contract if the Proposer fails to keep these policies in force for the specified amounts or for the duration of the contract term.

13.1 Prime Proposer

Only one (1) proposal from any one Proposer will be considered. In the event that multiple Proposers submit a joint proposal, identify a single Proposer as the Prime Proposer. The Prime Proposer is responsible for administering the overall project, coordinating, and monitoring plans and schedules, status information, administering necessary changes, and overseeing the preparation of reports and presentations. In no event will the Board consider multiple submissions from the same Proposer.

13.2 Permits and Licenses

Proposers shall, at their own expense, obtain all necessary permits and licenses and shall comply with all applicable local, state, and federal laws, codes, ordinances, rules, and regulations necessary of the requirements stated herein.

Proposers shall maintain all such permits, licenses, and compliances in a current status throughout the course of the contract.

14.0 Defense and Indemnification

The Proposer shall, without delay, make good any claim for damage, injury or loss caused by the Proposer's equipment or personnel in the performance of work on this contract. Proposer holds the District harmless and indemnifies the District from expenses, liability or payment arising from injury or death to person or persons or damage to property in which work is accomplished arising from an act of intent, negligence or omission of the Proposer or other party directly or indirectly contracted or employed by the Proposer or who is acting under the Proposer's supervision in accomplishing the work of this contract. Proposers shall hold the District harmless pursuant to security and protection of information marked proprietary or confidential.

14.1 Staff Qualifications and Experience

- A brief organizational chart showing the positions that will be involved with this project.

- Identify the staff and the positions on the organizational chart, provide a brief abbreviated resume of each staff that will be utilized including certifications and credentials of each.
- Identify any contractors and if they have been used by your firm previously.
- Resume of the senior level project manager, engineering lead, and field-based supervisors/managers that will be assigned to the project if selected.

14.2 School District Regulations

The Proposer shall follow all applicable Midfield City Schools policies and regulations while on School District property, including the no alcohol, no tobacco products, no weapons, and drug-free policies.

Displays and/or verbiage, including those on vehicles, shirts, or hats of tobacco, illegal drugs, alcoholic beverages, firearms, profane or obscene language or gestures, is prohibited in accordance with School Board Policies.

News releases including, but not limited to, commercial advertising, pertaining to this project may not be made without prior written approval from the District.

14.3 Identification

A photo identification badge is required for all workers and firms. Proposers shall be required to have all its employees, subcontractors or agents who will be entering onto District property as a result of this award wear, while on District property, a photo identification badge issued by the District or other similar badge and identification as deemed acceptable by the District.

15.0 Independent Contractor

The successful Proposer awarded the contract will be an Independent Contractor and not an employee of the Midfield City Schools Board Of Education.

16.0 Subcontractor

Any subcontractor or partner will be subject to the same vetting process as the vendor, and the vendor is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFP.

At the award of contract, the District will determine the acceptability of proposed Subcontractors. If, by using the same criterion as the Proposer, the District determines that a proposed Subcontractor is not acceptable, the Proposer shall propose a substitute Subcontractor that is acceptable to the District.

The District's approval of a Subcontractor does not relieve the Proposer of responsibilities, duties, and liabilities under the contract. The Proposer remains responsible to the District for the acts or faults of any Subcontractor and their employees.

The Proposer shall require each Subcontractor to be bound to the District and the Proposer by the terms of this contract in full.

Such agreement shall preserve and protect the rights of the District with respect to the work

performed by the Subcontractor. If requested by the District, the Proposer shall provide a copy of the contract between the Proposer and Subcontractor for review.

16.1 Delegation, Subcontracts and Assignment

The Proposer will not, without written consent of the Board, make any contract with any other entity for furnishing any of the completed or substantially completed services covered by this contract or assign its obligations under its obligations under this contract.

Unless provided by law, nothing in this ITB/RFP shall be construed to create any legal obligation on the part of Midfield City Schools or any respondents. Midfield City Schools reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue the ITB/RFP in whole or in part, at any stage.

In no event shall Midfield City Schools be liable to respondents for any cost or damages incurred in connection with the ITB/RFP process, including, but not limited to, any and all costs of preparing a response to this ITB/RFP or any other costs incurred in reliance on this ITB/RFP.

No respondent shall be entitled to repayment from MCS for any costs, expenses, or fees related to the ITB/RFP.

All supporting documentation submitted in response to the ITB/RFP will become the property of Midfield City Schools.

Respondents may also withdraw their interest in the ITB/RFP, in writing, at any point in time, as more information becomes known.

If, within the confines of this ITB/RFP, the vendor provides intellectual property be it understood that all ITB/RFP contents are subject to Open Records Act laws and thus are subsequently in the public domain.

16.2 Pending Legal Actions

Proposer must identify any lawsuits or other legal proceedings against Proposer, which pertain to any of the goods and/or services, which are a part of Proposer's proposal. Proposer must attach a copy of it and/or services, which are a part of Proposer's proposal.

The proposer must attach a copy of it and state with specificity the current status of the proceedings.

16.3 State of Alabama Immigration Law (Act 2011-535)

By submitting a proposal to this RFP, the Proposer agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. The Proposer shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. 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.

Visit the U.S. Department of Homeland Security's website at www.uscis.gov/everify to:

- Print a Memorandum of Understanding (MOU), if previously enrolled in E-Verify.

16.4 Alabama E-Verify Employer Agent Service:

Alabama businesses with 25 or fewer employees may elect to use the Alabama E-Verify Employer Agent Service.

Contact Information:

Online: <http://immigration.alabama.gov/eVerify.aspx>

Phone: 855-837-4396

17.0 Rejection of Proposal

The Board may reject a proposal, but not limited to the following, if:

1. The Proposer misrepresents or conceals any material fact in the proposal.
2. The proposal does not conform to the RFP documents.
3. The proposal does not comply with requirements, specifications, and conditions of the RFP document.
4. It is deemed in the best interest of the Board.

17.1 Protests

Any protest to the Board for consideration of any proposal must be submitted in writing and received by the Chief Procurement Officer no later than five (5) business days after date of Notice of Intent to Award.

The Chief Procurement Officer will send a written reply to the Protesting Proposer.

17.2 Addenda

Any clarification of the RFP documents will be made by addenda. The Chief Procurement Officer shall issue addenda to the RFP documents in response to modifications, clarifications or for any other reason the Board considers advisable.

Once issued, an addendum becomes a part of the RFP documents. Addenda will be posted on the MCS website.

It is the Proposer's responsibility to view the website for updates and addenda concerning this Request for Proposal.

17.3 Proposer's Qualifications and Experience Checklist

a. Include the following Proposer Information (and for each Subcontractor):

- Company name, parent company name.
- Address, city, state, and zip code of the business office.
- Federal Tax ID number
- Accounts receivable contact name, title, phone, email, address, city, state, and zip.
- Account Executive / Primary Project Manager's contact name, title, phone, email, address,

city, state, and zip.

- State the nature and scope of the business.
- State the business philosophy and mission statement.
- Length of time the company has been doing business in the state.
- Size of the organization.
- Number of years in business and years providing Wireless Networks for the same manufacturer being proposed
- Provide certifications and credentials held by the company including any manufacturer specializations. Indicate if your company is a certified Minority-Owned Business

Enterprise (MBE), certified Women-Owned Business Enterprise (WBE) or certified Disadvantaged Business Enterprise (DBE).

- E-Verify Documentation - Copy of E-Verify Memorandum of Understanding (MOU), if Applicable.

b. Include the following Project Information:

- Provide three (3) of the most similar contracts, preferably K-12 educational or governmental agencies, or related engagements that Proposer is currently engaged in within the past three Years.

Each reference shall include the client's name, description of the project including primary manufacturer of components installed, contact name, title, telephone number, email address, contract value, contract start date and end date.

18.0 Proposal Preparation

Proposers will prepare proposals in accordance with the following:

1. All proposals shall be typewritten or filled in with pen in black or blue ink. Proposals having eras or corrections must be initiated by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer.
2. Unit prices will be shown when called for on the proposal sheet. In the event there is a conflict between the unit price and total price, the unit price will be used in determining the correct total price.
3. The Midfield City Schools Board of Education is exempt from Federal excise and Alabama

sales and use taxes. Prices quoted shall not include Federal excise or state sales and use taxes. A Tax-Exempt Certificate will be provided upon request.

4. By submitting a proposal, each Proposer certifies that it is a duly qualified, capable, and bondable business entity, that it is not contemplating bankruptcy.

5. In setting forth these specifications, it is our intention and desire to offer equal opportunity to all Proposers, within the framework of standards of quality and design herein established. The specifications indicate the quality and services desired or acceptable, but the quality of the item and services on which proposals are submitted must, in all cases, be equal or better in quality.

18.1 Federal Awarded Contract Provisions

Certain funds being administered through ALSDE are Federal and are governed by Federal regulations.

All bidders must comply with and report violations of the following Federal contract requirements if applicable.

- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 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.
- b. 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.
- c. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41CFR Part 60)
- d. 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).
- e. 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).
- f. 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).
- g. 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.

- h.** Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
- i.** Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- j.** Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- k.** 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).
- l.** 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.
- m.** Bidders must comply Federal Domestic Preferences (CFR 200.322); whereas Produced in the United States, means for iron and steel products, that all manufacturing processes, materials and products shall be produced in the United States.

18.2 Statement of Acknowledgement

"The undersigned Contractor hereby acknowledges that they have carefully examined the Invitation to Bid (ITB), including all project specifications, scope of work, technical requirements, and any Addenda issued by the Owner. The Contractor acknowledges it is their responsibility to request written clarification on any ambiguities or discrepancies in the ITB prior to the bid submission deadline. The Contractor understands that failure to identify or question such items will be interpreted as full agreement with all terms, conditions, and specifications contained within the ITB package."

18.3 Certification of Authorization & Validity

"The Contractor certifies that the bid submitted is genuine, competitive, and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation. The undersigned signatory represents and warrants that they are fully authorized and empowered to execute this Agreement on behalf of the Contractor."

18.4 Acceptance of ITB/RFP Conditions

"The Contractor agrees that, if selected, they will enter into a formal contract with the [Insert Agency/Owner Name] and adhere to all timelines, pricing, bonding requirements, and local/federal compliance guidelines specified in the ITB. The Contractor further agrees to hold

their bid price firm for a period of [Insert Number, e.g., 90] calendar days following the formal bid opening date."

18.5 Contractor Signature

Contractor/Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

19.0 Proposer Inquiries

Any questions regarding this Request for Proposal should be referred to the contact below:

Ura Daniel Elliott, Chief Procurement Officer

Midfield City Schools Board of Education

417 Parkwood St. Midfield, Alabama 35228

Telephone inquiries are not acceptable. All questions must be submitted in writing via email:

uelliot@midfield.k12.al.us

Attachment A

Proposer's Qualifications and Experience Checklist

Please complete the following form to provide details regarding your qualifications and project experience.

Bidder Information

General Contractor License # _____

Company Name:

Parent Company Name:

Business Office Address:

Federal Tax ID Number:

Contact Information

Accounts Receivable Contact

- Name: _____
- Title: _____
- Phone: _____
- Email: _____

Account Executive / Primary Project Manager

- Name: _____
- Title: _____
- Phone: _____
- Email: _____

Business Profile

Nature and Scope of Business:

Business Philosophy and Mission Statement:

Length of Time in Business (State):

Size of Organization:

Years Providing Roofing Services for Proposed Manufacturer:

Certifications & Credentials

Certifications/Manufacturer Specializations:

Business Enterprise Status (MBE/WBE/DBE):

E-Verify MOU Attached:

Project Information & References

Provide details for three (3) similar contracts within the past three years (preferably K-12 or government).

Reference 1

Client Name:

Project Description & Primary Manufacturer:

Contact Info:

Contract Value: [\$ Value]

Performance Period: [Start Date] to [End Date]

Reference 2

Client Name:

Project Description & Primary Manufacturer:

Contact Info:

Contract Value: [\$ Value]

Performance Period: [Start Date] to [End Date]

Reference 3

Client Name:

Project Description & Primary Manufacturer:

Contact Info:

Contract Value: [\$ Value]

Performance Period: [Start Date] to [End Date]

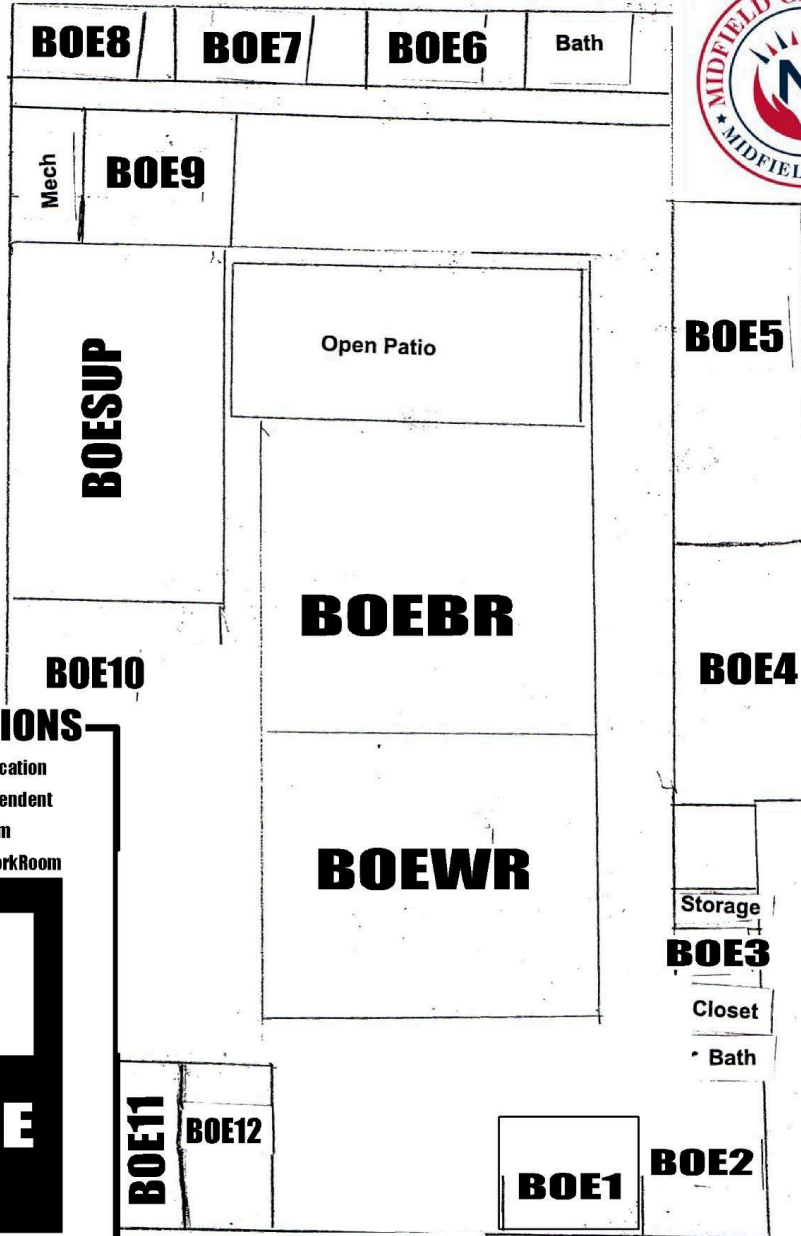
Attachment B

ITB Bidder Price List

Cost Component		Description & Contractor Estimate
Direct Labor		Hourly rates multiplied by estimated man-hours per unit (e.g., \$65/hr). Estimated Total: \$_____
Materials & Supplies		Fixed unit costs inclusive of standard

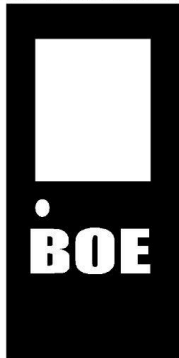
Cost Component		Description & Contractor Estimate
		wastage and scrap factors. Estimated Total: \$_____
Equipment		Comprehensive rates for rental, fuel, and depreciation. Estimated Total: \$_____
Subcontractor Costs		Pass-through unit pricing for specialized trade services. Estimated Total: \$_____
Overhead & Profit (OH&P)		Applied as a standardized percentage across all line items. Estimated Total: \$_____
TOTAL PROPOSAL PRICE		\$_____

MIDFIELD CITY SCHOOLS BOARD OF EDUCATION TECHNOLOGY LOCATION MAP

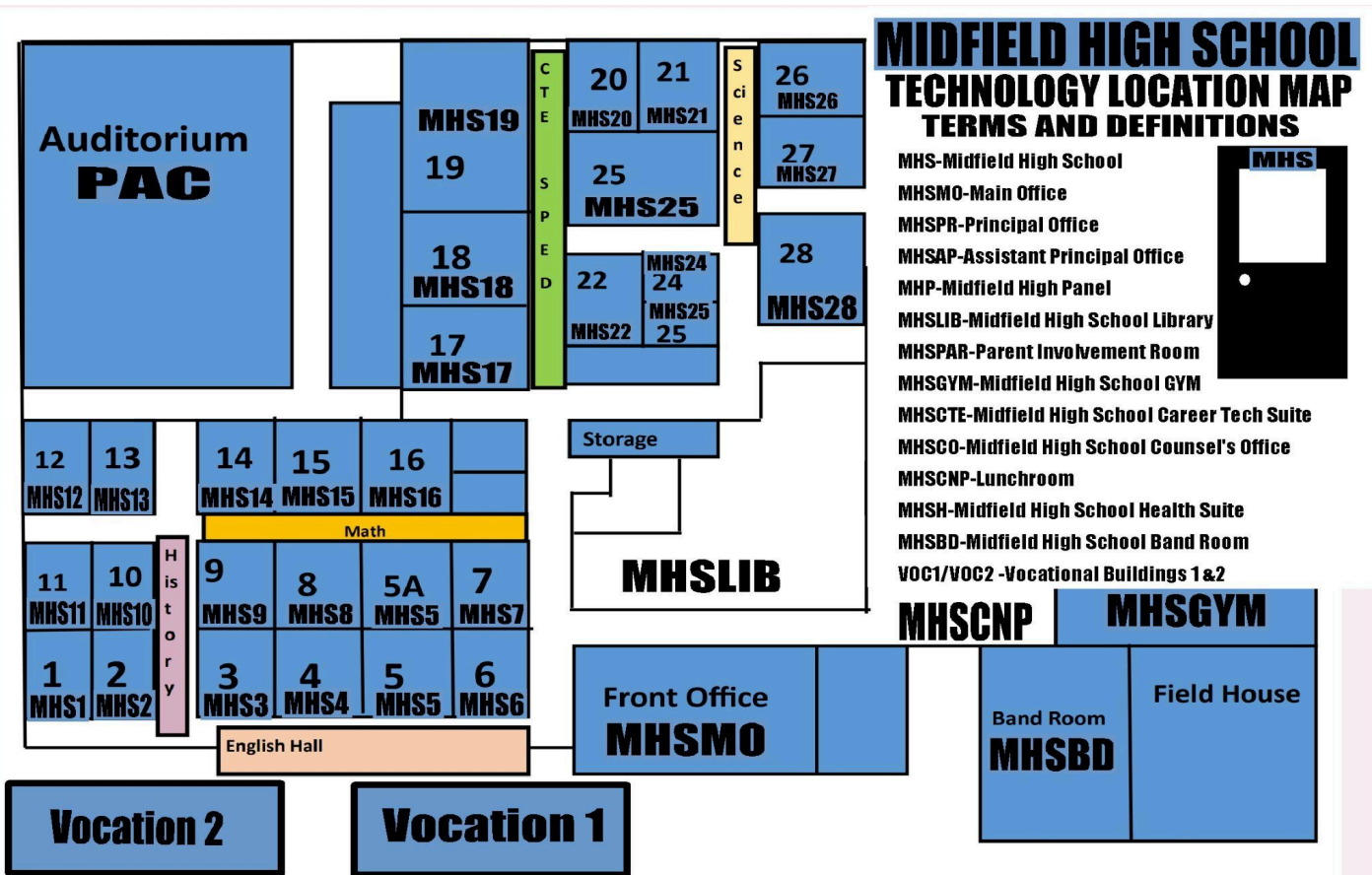


DEFINITIONS

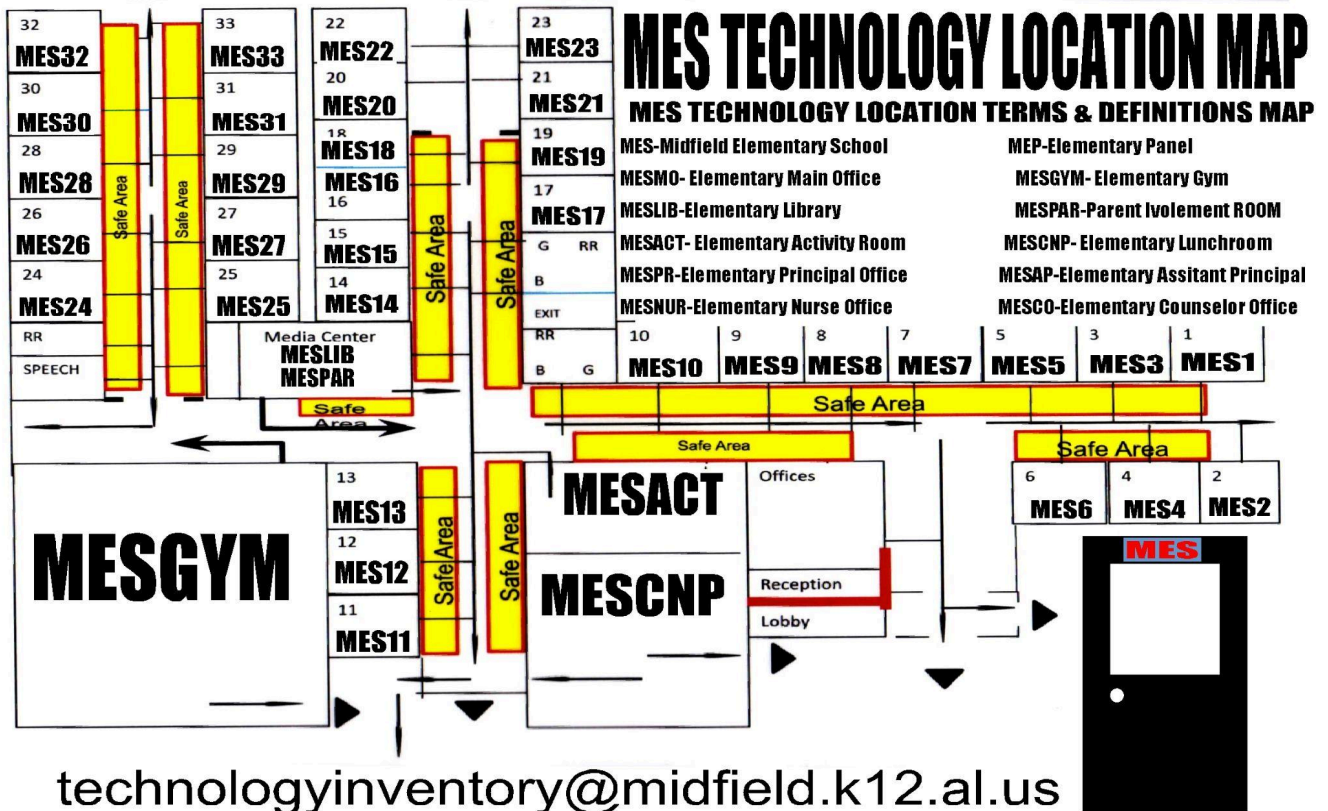
BOE-Board Of Education
BOESUP-Superintendent
BOEBE-BoardRoom
BOEWR-Board WorkRoom



technologyinventory@midfield.k12.al.us



technologyinventory@midfield.k12.al.us



MIDFIELD ELEMENTARY SCHOOL

