

**DECATUR CITY BOARD OF EDUCATION
INVITATION TO BID**

Date:

Submit to:	Bid Number: 3-2024
Decatur City Board of Education	Bid Title: Decatur High School Weight Room Equipment
Attn: Keri Douthit	Bid Date and Time: Thursday March 7, 2024 @ 10:30am
212 4 th Avenue, SE	
Decatur, Alabama 35601	

Vendors who do not wish to respond to a bid are not required to do so; however, vendors not responding and/or submitting a “no bid” response to three consecutive invitations to bid for the requested commodity may be removed from bidder’s list.

VENDOR INFORMATION

Company Submitting Bid:	
Mailing Address:	
Telephone Number:	Fax Number:
WebSite:	Email:
Tax ID:	

MINORITY BUSINESS ENTERPRISE TYPE:

(M1) African American Male (M2) Hispanic American (M3) Asian American (M4) Native American (M5) Native Hawaiian (M6) Small Business (M7) Disabled (M8) American Woman (M9) African American Woman (M10) Non-minority (M11) Other

Certificate of Independent Price Determination

I certify that this bid is made without prior understanding, agreement, or connection with any other company or person and in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign this ITB for the company submitting it.	
Officer’s Authorized Signature	Officer’s Name (printed) and Title

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

GENERAL CONDITIONS

Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bidder, proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

1. Bid Opening: Sealed bids must be received in the Central Office by the bid opening time and date specified in this invitation to bid unless changed by addendum. The clock in the Central Office shall determine the time of receipt. All bids delivered after the specified time will not be considered and will be returned to the bidder. Fax or telephone bids will not be accepted. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.

2. Preparation of Bid: Bid shall contain a manual signature of an authorized representative in the space provided. Label the bid envelope with submittal address as indicated in this bid package. In addition, include the date and time of the bid opening and the bid number. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.

3. Submittal of Bid: *The entire invitation to bid documents should be completed and returned as requested.* Modifications and corrections received after the closing time specified will not be considered. It is the bidder's responsibility to examine any drawings, specifications, and instructions.

4. Bid and Performance Security: A bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, or a postal money order, certified check, cashier's check or irrevocable letter of credit in the amount of \$500 made payable to the Decatur City Board of Education is required to accompany each bid, unless otherwise stated in the "Special Conditions." Corporate or personal checks are not acceptable. All checks of unsuccessful bidders will be returned to the bidders after the Board has approved the bid award.

5. Prices and Delivery: Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Decatur City Board of Education. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. The Board reserves the right to make award to next lowest responsible bidder if prices are not firm. The bid will show the number of days to place a commodity in the Board's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedule may become a factor in the award. The Board has the right to extend delivery if reasons appear valid.

6. Installation: Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

7. Taxes and Trade Discounts: Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Decatur City Board of Education is tax exempt by law, Code of Alabama, Title 40, Sec. 23, Sub. Sec. 4. Trade discounts should be deducted from the unit price and net price should be shown on bid.

8. Acceptance and Rejection: Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the Board unless loss or damage results from negligence by the Board. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Board thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

9. Brand Name Reference: Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The Board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Board may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guarantees that the product offered will meet or exceed the referenced product and or specifications identified in the ITB. If the bidder takes no

exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

10. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the Board. Samples not destroyed during reasonable examination will become the property of the Board unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name address, bid number and item number.

11. Interpretation: Any questions concerning specifications and conditions shall be directed to Keri Douthit, Purchasing Agent at 256-552-3000.

12. Disputes: In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the finance director shall be final and binding on both parties.

13. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

14. Acceptance of Bid/Award: The Board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the Board. Award will be made to lowest responsive and responsible bidder meeting specifications. The Board designates Morgan County as the local preference zone which allows The Board to award a responsible bid for personal property that is up to 3% more than the lowest responsible bid to a local bidder. Documents contained herein are considered part of the binding contract. It is understood and agreed that the Board shall have 120 days for bid acceptance.

15. Default: Backorders default in promised delivery or failure to meet specifications, authorize the Board to cancel this contract to the defaulting bidder. The bidder must give written notice to the Board of the reason and the expected delivery date.

16. Cancellation: Either party may cancel any contract or item award for cause by giving 30 days written notice of intent to cancel. Cause for the Board to cancel shall include, but not be limited to, cost exceeding current market

prices for comparable purchases; request for increase in prices during the contract period; or failure to perform to contract conditions. The bidder will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the Board does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for an increase in price(s) or failure to perform, that vendor shall be removed from the Bidders List, but this does not relieve that vendor from liability for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

17. Addenda: An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

18. Alternate Bids: Unless specifically requested, alternate bids will not be considered. An alternate is considered a bid that does not comply with the minimum provisions requested by the bid.

19. Insurance and Indemnification: The bidder agrees to indemnify and hold harmless the Board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Board. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board. The bidder will, at the request of the Board, supply certificates evidencing such coverage.

20. Risk of Loss: The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, material, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to

third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the Board, until such property has been delivered to the Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the Board, from the time of shipment thereof to bidder until redelivery thereof to the Board.

21. Debris Removal: All debris must be removed after installation and/or performance of service of said equipment and/or service.

22. Non-Discrimination: The Board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

23. Assignment: Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the Board.

24. Proper Identification: All vendors, employees or agents shall be properly dressed, preferably uniformed, and shall have proper identification. All vendors, employees or agents shall check in and out at the facility's main office. School hours are generally 8:00 am to 4:00 pm.

25. Tobacco and Drug Policy: Decatur City Board of Education is a tobacco and drug free system. All vendors, employees, and agents shall abide by the tobacco and drug free policy while on any property owned/leased by the Board.

26. Warranty: The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the Board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

27. Hazardous and Toxic Substances: Bidder must comply with all applicable federal, state, county, and city laws,

ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the Board with a "Material Safety data Sheet" if required.

28. Patents: Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the Board and its employees on any claims arising out of the purchase of goods or services.

29. Annual Appropriation: The Board's performance and obligation to pay under this contract are contingent upon an annual appropriation.

30. Domestic Products: In public works projects, the contractor 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.

31. Certification Pursuant to Act No. 2006-557: Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

32. Alabama 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 therefrom.

33. Federal Contract Conditions: If federal funds are being used to fund the product and/or service in this Invitation to Bid, all bidders must comply with and report any violations of the following Federal contract requirements:

- a. Bidders must comply with **Equal Employment Opportunity** in accordance with Executive Order 11246 (41 CFR Part 60)
- b. Bidders must comply with the **Davis-Bacon Act** (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5)
- c. **Debarment and Suspension:** Bidders must not be listed on the government exclusions in the System for Award Management. This list 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.
- d. Bidders must comply with the requirement of the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708), as supplemented by the Department of Labor regulations (29 CFR Part 5)
- e. Bidders must comply with the requirement of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. Bidders must comply with the **Clean Air Act** (42 U.S.C. 7401-7671q).
- g. Bidders must comply with the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387)
- h. Bidders must comply with the **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352).
- i. Bidders must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act (40 CFR Part 247).
- j. Bidders must comply with the **Buy**

American Provision (7 CFR part 210.21). The term domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" is defined by USDA as meaning that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence.

Specifications

Quantity	Item
12	Black Half Racks with 3"x 3", 11 Gauge Steel uprights with holes on all four sides for Added Accessory and storage opportunities. Laser cut numbers for easy identification. 14 weight pegs, 2 bar holders, band attachments, band and in-rack med ball storage. Custom Red Pull Up Bar Header Attachment with "D" logo with a Black D outlined in Red in a white oval. Custom "Red Raiders" Safety Arms
8	72" Black Rack Bridges, 11-gauge 3" x 2" steel tubing.
12	Flat to Incline Benches with no pull pins. Black Vinyl Pad with Red Frame with Custom "D" Logo with Red D outlined with black in a White Oval
48	Black Solid Rubber Weight 45 lb. with Custom Graphics of Red at the Top and Raiders at the bottom of the plate; Weight Amount on one side of plate and "D" logo on the other "D" Logo with Red D outlined with black in a White Oval
48	Black Solid Rubber Weight 25 lb. with Custom Graphics of Red at the Top and Raiders at the bottom of the plate; Weight Amount on one side of plate and "D" logo on the other "D" Logo with Red D outlined with black in a White Oval
24	Black Solid Rubber Bumper 10 lb. with Custom Graphics of Red at the Top and Raiders at the bottom of the plate; Weight Amount on one side of plate and "D" logo on the other "D" Logo with Red D outlined with black in a White Oval
72	45 lb. Steel/Rubber Quad Grip Olympic Plates-Stainless Steel insert encased in Black rubber
48	10 lb. Steel/Rubber Quad Grip Olympic Plates-Stainless Steel insert encased in Black rubber
48	5 lb. Steel/Rubber Quad Grip Olympic Plates-Stainless Steel insert encased in Black rubber
48	2.5 lb. Steel Rubber Quad Grip Olympic Plates-Stainless Steel insert encased in Black rubber
24	20kg, Black Cerakote Coated Barbells with 28mm shaft and lifetime warranty
24	Black-Lock Jaw Collar Set with quick tab release for barbells
3	Hilo Trap Bar with High Low Handles 60" and bar weight of 50 lbs.
6	Jammer Attachment; Arms Slide rack attachment with the ability to adjust the arm up and down the upright without removing the jammer from the rack.
12	Black Landmine Attachment for rack upright
6	Floor Glute Ham Developer, 10"h x 24"w x 30"l, made of 1/4" Aluminum with black vinyl pads
12	2.8 lb. Heavy Jump Rope-110.24l x 3.94w x 3.94h inches with Acrylonitrile Butadiene Styrene handle

- 12 Competition Aluminum Bearing Speed Jump Rope with 9' 6" of black coated cable
- 6 20 LB Slam Ball-10" diameter and 5MM Thick Rubber Shell
- 12 48.5 x 36 x 1/2-inch Dot Mats-Portable Black Non-Slip Rubber with white dots
- 1 Deliver, Install and Setup of equipment

BID RESPONSE FORM

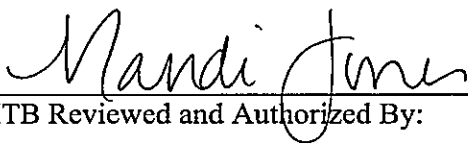
In accordance with the foregoing bid terms, conditions, and specifications, the bidder hereby submits the following bid to supply the Decatur City Board of Education.

Total Cost Including Delivery: _____

Authorized Signature: _____

AUTHORIZATION FOR ISSUING INVITATION TO BID

Bid Number	3-2024
Bid Title	Decatur High School Weight Room Equipment
Date ITB Advertised and Released	February 22, 2024
Bid Date and Time	Thursday March 7, 2024 @ 10:30am


ITB Reviewed and Authorized By:

Mandi Jones, CSFO

Date: 2.22.24

CHECKLIST

This checklist is for the convenience of the company submitting a bid and may be used to assist ensuring sections of the bid are properly completed and returned. A copy of this sheet may be retained in your files as a record of your response to this offer.

_____ Mailing envelope has been addressed to:
Decatur City Board of Education
Attn: Keri Douthit
212 4th Avenue, SE
Decatur, Alabama 35601

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

Note: All courier delivered bids must have the bid number and title on the outside of the courier packet.

Complete each of the following as required:

- Read all bid requirements and specifications
- Sign the invitation to bid sheet
- Complete the minority questionnaire section
- Bid bond enclosed
- Addendum (if any) included
- Include all pages of bid document