

GULF SHORES CITY BOARD OF EDUCATION  
Invitation to Bid  
Bid No. 2023-003  
Installation of Air Conditioning in School Buses

The Gulf Shores City Board of Education will receive sealed bids for the Installation of Air Conditioning in School Buses. All proposals must be in sealed envelopes and shall be in the hands of Marcus Early Transportation Coordinator Gulf Shores City Schools System, no later than 10:00 a.m., November 14th, 2022 at which time they will be opened and read aloud. Sealed bids may be mailed or delivered to the Gulf Shores City Board of Education, 300 East 16<sup>th</sup> Avenue, Gulf Shores, AL. The bid name and number shall be written on the outside of the bidder's envelope, Bids delivered in Federal Express, UPS, or any such delivery envelope shall be sealed in a separate envelope inside the delivery packaging. Failure to do so may cause the bid to be inadvertently opened and thus rejected.

1. The submission of the bid by the vendor, acceptance, and award of the bid by the Board and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Board, or prospective bidders in restraint or freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number (Toll Free if available): \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_

Authorized Signature of Bidder

\_\_\_\_\_

Authorized Name (Typed or Printed)

**THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED**

## **I Intent to Bid**

The intent of this bid is to establish a contract between the Board and bidder for the Installation of Air Conditioning in School Buses as described herein. Four buses are identified for installation of air conditioning, but the right to install in additional or fewer school buses than the stated quantity at the bid price is reserved by the Gulf Shores City Board of Education.

## **II Qualifications of Bidders**

Any person, firm, or corporation submitting a bid must be the manufacturer's authorized sales and service agent for the items quoted.

Bids will be accepted only from vendors who are the manufacturers' authorized sales and service agent for the products offered, who are authorized and qualified to conduct business in Alabama, and whose existing factory authorized sales and service area of responsibility includes Gulf Shores, Alabama. The authorized sales and service facility shall not be more than one hundred (100) miles from Gulf Shores City Board of Education transportation facility.

## **III Requirements of Bidders**

- A. All bidders must complete the listed specifications. Each line requires a response stating the specifications proposed by the bidder. If the specifications proposed by the bidder are exactly and unequivocally identical to the specifications established by the Board of Education, including brand name, the bidder may respond with the phrase "NO EXCEPTIONS". In all other cases, and for all brand name items, the bidder is required to provide written specifications. Failure to provide all information requested will absolutely disqualify a bidder from consideration.
- B. Bidder must enclose with bid submittal copies of basic and optional extended warranty documents that fully detail warranty coverage provided. All warranties must be those offered by the original equipment manufacturer(s) only.
- C. Each completed bus installation is subject inspected by the appropriate State Department of Education inspector.
- D. Successful bidder will be responsible for all damages prior to receiving.
- E. Bid prices should not include sales tax. Tax exemption certificates available if needed.

## **IV Method of Award**

- A. The method of award will be based on the bidder that has the lowest unit base price meeting specifications.
- B. The Board of Education may not award based on low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- C. In the event the low bidder refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.

- D. The Board reserves the right to accept or reject any or all bids.

#### **V Proposal Form and Information Required at Bid Opening**

- A. The proposal form which accompanies this bid request must be filled out legibly and in full. Failure to provide all information requested may disqualify a bidder from consideration.
- B. Costs are not to exceed two (2) decimal places.

#### **VI Terms of Payment**

- A. Board of Education will pay for completed air conditioning installation upon receipt of invoice and certification from bidder and equipment installer that installation is complete.
- B. Invoice for "installation" will be paid within ten (10) days of receipt of invoice.

#### **VII Standard Contract Conditions**

- A. This contract shall be governed in all respects, as to validity, construction, capacity, performance or otherwise, by the laws of the State.
- B. Contractors providing service under this Invitation to Bid, herewith, assures the Boards that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60.)
- D. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religion, creed, sex, national origin, or handicap.
- E. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The Boards, their authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- F. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.1857 (h). Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- G. By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- H. Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the Board, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm corporation, offering, bidding for, or in open

market seeking to make sales to the Boards shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accordance with state and/or federal laws.

## **Specifications and Considerations for Installation of Air conditioning on School Buses**

**Quantity:** 4 or more

1. 2018 IC 71 passenger. VIN 4DRBUC8N6JB544714. Cummins ISB 240 HP.
2. 2019 IC 71 passenger. VIN 4DRBUC8N0KB564913. Cummins ISB 240 HP.
3. 2020 IC 71 passenger. VIN 4DRBUC8N4LB359967. Cummins ISB 220 HP.
4. 2020 IC 71 passenger. VIN 4DRBUC8N5LB360111. Cummins ISB 220 HP.

### **Air Conditioning Installation:**

- A. Provide all labor and materials required to install minimum 126,000 BTU air conditioning system: System shall include:
  - a. One (1) rear in-wall evaporator (65,000BTU)
  - b. One (1) front in-wall evaporator (65,000 BTU)
  - c. Two (2) skirt mounted evaporators with closeout
  - d. Two (2) TM-21 compressors
  - e. Appropriate engine mount kit(s) for TM21 compressors.
  - f. Flush mounted ABS front, and rear covers shall be provided with four (4) air vents and two (2) front mount filters for easy service.
  - g. Front cover shall include one (1) upper air vent that is focused on driver.
  - h. Air conditioning system is operated by dual rotary type switches that control on/off, high/medium/low speed, and temperature for the dash, front, and rear evaporators.
  - i. Air conditioning system shall have a three (3) year unlimited mile warranty.
- B. Provide all labor and materials required to (1) remove existing alternator and install 325-amp minimum alternator and (2) install appropriate fast idle system.
- C. The winning bid company will be responsible for delivery to and pick up from air conditioning installation facility.
- D. Installation facility must be within a radius of three hundred fifty (350) miles maximum from Gulf Shores AL.
- E. Installation schedule will be coordinated with successful bidder. Desired equipment shall be installed on the type C buses listed above.

## **BID RESPONSE FORM**

Installation of Air Conditioning in School Buses

Bid No. 2023-003

The products and work are subject to State of Alabama School Bus Inspector approval

Each bidder must specify an authorized service dealer in the space below. The authorized sales and service facility shall not be more than fifty (50) miles from Gulf Shores City Board of Education facilities:

Sales Dealer: \_\_\_\_\_

Service Dealer: \_\_\_\_\_

Location: \_\_\_\_\_

Bidder's name: \_\_\_\_\_

Address: \_\_\_\_\_

Bidder Authorized Signature: \_\_\_\_\_

(Signature)

Contact Information: Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Price per unit for Air Conditioning System: \$ \_\_\_\_\_

Estimated Beginning Date: \_\_\_\_\_

Estimated time of Completion: \_\_\_\_\_

Delivery Date: \_\_\_\_\_