



April 16, 2021

To Whom It May Concern:

RE: Invitation to Bid: Bid No. 2021-001 1st and 2nd floor Girls Dormitory Renovations

In compliance with the Alabama Bid Law, Act 2009-760, Alabama Legislature Session 2009, The Alabama School of Mathematics and Science (ASMS) will be receiving sealed proposals for the above-referenced service according to the attached bid form. Sealed bids must be received at ASMS by 2:00 p.m. on Monday, May 10, 2021. The official bid specifications and bid forms are enclosed.

There is a mandatory pre-bid visit and walk-through at 9:30 a.m. on Thursday, April 22, 2021 or at 9:30 a.m. on Monday, May 3, 2021. Bidders must attend one of these two meetings to discuss scope of work specific to the project. Sign-in sheets for visiting bidders will be at the Front Desk. Failure to sign in will invalidate a submitted bid.

ASMS reserves the right to reject any and all bids.

Thank you for your interest in providing these services.

Sincerely,

John Hoyle, Ph.D.
President
ASMS
1255 Dauphin St.
Mobile, AL 36604

INVITATION FOR BIDS

All bidders should submit bids on the forms provided. Bids should be placed in a sealed envelope with "Bid #2021-001 1st and 2nd floor Girls Dormitory Renovations, May 10, 2021, 2:00 P.M." clearly marked on the outside of the envelope.

All bidders shall base their proposals on the exact schedule of materials, services, and/or equipment specified herein. ASMS reserves the right to accept any or all items on any bidder's proposal at the unit price submitted. ASMS reserves the right to reject any or all proposals and to waive technical errors if the best interest of ASMS will thereby be promoted.

Evidence of liability and workers compensation insurance should be provided at Bid opening. ASMS should be listed as an "Additional Insured" within five days after award of bid, and Certificates must be provided to ASMS. The contractor shall provide, at the company's own expense, insurance as described below.

Worker's Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than required by Alabama law. Comprehensive Commercial General Liability Insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

The vendor, to the fullest extent permitted by law, shall indemnify and hold harmless ASMS, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the vendor, or any of their sub-contractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

It is customary that payment terms will be Net 30 days from invoice date. However, due to certain breaks in the school schedule, occasionally forty five (45) days from invoice date will be necessary to process payment. Vendor will be responsible for disclosing in their bid their acceptance of these terms. Checks will be mailed to the address furnished by the vendor.

The successful bidder shall provide a copy of the current business license within five (5) days of award of the bid. Vendor must be in compliance with E-Verify requirements of the Alabama Illegal Immigration Act 2011-535 and as amended in Act 2012-491 (see attached). Documents must be signed and returned with a bid package. All questions should be directed to the President's office at 251-441-2100.

VENDOR MINORITY QUESTIONNAIRE

Please complete this form and return it with your bid proposal. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State of Alabama.

BID NO. _____

VENDOR NAME: _____

ADDRESS _____

PHONE # _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: _____ YES _____ NO

IS THE COMPANY OWNED BY: _____ MALE _____ FEMALE _____ BOTH

IS THE COMPANY INCORPORATED: _____ YES _____ NO

ETHNICITY OF OWNERSHIP:

_____ ASIAN AMERICAN

_____ AMERICAN INDIAN

_____ BLACK

_____ DISABLED

_____ HISPANIC

_____ OTHER (PLEASE SPECIFY): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

COMPLIANCE WITH ALABAMA IMMIGRATION LAW

A condition for the award of a contract, bid or grant with the Alabama School of Math and Science (the School) requires that all such awarded contractors, vendors or grantees employing one or more employees in Alabama utilize the E-Verify program for newly hired employees. This requirement is placed upon vendors, contractors and grantees to which a contract has been awarded as a result of a competitive bid process. The compliance requirements of the Alabama Immigration Act include the following:

If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following:

- Submit an updated W-9 Form.
- A letter stating that your organization/entity DOES NOT employ one or more employees in Alabama.

If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:

- Submit an updated W-9 Form.
- Submit to the Board a copy of your E-Verify Memorandum of Understanding. If required to comply and you are not registered, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once you go through the steps to enroll, the program will print the requested E-Verify Memorandum of Understanding. This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
- Execute and submit to the Board the attached Alabama Immigration Law Compliance Law Contract in the attached "Notice" form provided.

Please submit a W-9 Form, a copy of your E-Verify Memorandum of Understanding and a signed copy of the attached Notice of Compliance Contract along with your bid documents.

Sincerely,

Kristy Gunther
Director of Finance

SEQ CHAPTER \h \r 1 Notice of Alabama Immigration Law Compliance Requirements for Awarded Contracts or Agreements with ASMS.

As a Contractor, as defined in the Act, to the Alabama School of Mathematics and Science ("School"), it is critical to your relationship (future or continuing) with the School that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and as further amended by Act No. 2012-491.

Every contract or agreement entered into by the School as a result of a competitive bid process from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. 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.

Contractor shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall submit to the School a copy of the e-Verify Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the School. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the School from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the School and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

Please execute and return to Alabama School of Mathematics and Science

ADDITIONAL REQUIREMENTS

Current Number of Employees _____

Type(s) of Equipment Used _____

Any damage which takes place on school property shall be reported immediately to the ASMS administration. Failure to report damage or continual incidences of damage to properties could result in termination of the contract.

GENERAL CONDITIONS

1. Preparation of Bids

Bids will be prepared in accordance with the following:

- a. Our enclosed bid forms are to be used to submit your bid
- b. All information required by the bid form shall be furnished. The bidder shall print or type their name and manually sign the schedule and each continuation sheet on which any entry is made.
- c. Unit prices shall be shown and where there is error in extension of price, the unit price shall govern.
- d. Proposed delivery time must be shown and shall include Sundays and holidays.
- e. Bidder will not include Local, State or Federal taxes in bid prices.
- f. Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements.

2. Description of supplies

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- b. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- c. Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. Submission of Bids

- a. Bids and changes thereto shall be enclosed in a sealed envelope addressed to:
Alabama School of Math and Science
Bid Proposals
1255 Dauphin Street
Mobile, AL 36604

The name and address of the bidder, the date and hour of the bid opening, and the bid number shall be placed on the outside of the envelope.

- b. Bids must be submitted on the forms furnished.

4. Rejection of Bids

- a. ASMS may reject a bid if: the bidder misstates or conceals any material fact, the bid does not strictly conform to the law or requirement of the bid, or the bid is conditional.
- b. ASMS may reject all bids whenever it is deemed in the best interest of ASMS. ASMS may also waive any minor informalities or irregularities in any bid.

5. Withdrawal of bid

- a. Bids may not be withdrawn after the time set for the bid opening.

6. Clarifications or Objection to bid specifications

- a. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents, they may submit on or before five (5) days to the scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing on or before five (5) prior to the scheduled opening.

SCOPE OF SERVICE

Renovate the 1st and 2nd floor of the girl's dormitory. This will include new LVP flooring and rubber base for common areas, hallways, and dorm rooms (including bases), painting all walls except baths (ceilings only in common areas), painting all trim and exterior doors except for wood doors, replacing all lighting with LED lighting with any associated electrical labor, and replacing room number signs. Minor wall repairs and resetting furniture will also be required. Work on this project can begin on May 31, 2021 and should be completed by August 2, 2021. All building and construction materials will be approved by the school. Bid should include a listing of materials and pictures of materials when possible.

REFERENCES OF CURRENT CUSTOMERS (3)

Not required by those currently providing service to ASMS

Customer Name _____

Contact Name and Number _____

Customer Name _____

Contact Name and Number _____

Customer Name _____

Contact Name and Number _____

Name of Company _____

Address _____

Email address _____

Cell Phone Number _____

SIGNATURE

DATE