

Request for Proposal for New Parking Area and Repaving of Georgia Avenue on Campus

The Alabama School of Mathematics and Science 1255 Dauphin Street Mobile, Alabama 36604

Bid No. 2023-02

To: All Bidders

The Alabama School of Mathematics and Science (ASMS) is currently accepting bids for a new parking area, which extends an existing parking area and repave a section of Georgia Avenue Road near the ASMS campus. Full specifications about the project will be described below in the bid.

Responses to this Invitation to Bid shall be submitted in a sealed envelope marked "New Parking Area and Repaving of Georgia Avenue on Campus". Bids may be mailed, or hand delivered to:

Alabama School of Math and Science (ASMS) 1255 Dauphin Street Mobile, Alabama 36604

Key Dates for RFP

Friday	January 6, 2023	3:00 pm.	Release of RFP
Wednesday	January 11, 2023	10:00 a.m.	Pre-bid Walk Through (Optional)
Monday	January 23, 2023	9:00 a.m.	Deadline for Proposals
Monday	January 23, 2023	10:15 a.m.	Proposals opened in ASMS Coffee House
Tuesday	January 24, 2023	12:30 p.m.	Award will be made by 12:30 p.m.
			notified via email

Bidders are instructed to carefully read all items, conditions and specifications in this packet and the attached pages before completing their bid.

ASMS reserves the right to accept or reject any and all bids, and to waive any irregularity in bids received to award the entire bid to one vendor or to make awards by groups or line items, whichever is in the best interest of the school.

Any questions concerning this bid may be forwarded to: jhoyle@asms.net

Your interest and participation are solicited and appreciated.

Sincerely,

John Hoyle, Ph.D. President

General Terms and Conditions

- 1. Bids should be received by mail or hand delivery before the bid opening of day. Bids not received by Monday, January 23, 2023, at 9 a.m. will not be considered.
- 2. Bids must be submitted in accordance with terms, conditions, and instructions outlined in this packet.
- 3. Bid packets must include a cover page with the bid title "New Parking Area and Repaving of Georgia Avenue on Campus", bid # 2023-02, and Submitted by and the bidder's company and contact information.
- 4. Bids should be presented in such a way as to provide subtotals for each project (*see page 4*) and a grand total for the overall project.
- 5. An optional walk-through is scheduled for Wednesday, January 11, 2023, at 10 a.m. This will be the only time available for those interested to see the site.
- 6. No awards of any kind are made at the time of the bid opening. A bid acceptance notification will be sent via email to the contractor.
- 7. The contractor is responsible for the removal of any and all waste materials or other debris during the maintenance project and all cost associated with the disposal of the debris.

Project and Work Details

1. Extend existing parking area near Boy's dormitory

Specifications: All work must be supervised and debris cleanup to follow.

- A. Remove existing concrete drive and sidewalk
- B. Install new sidewalk and concrete drive
- C. Install new curb as required
- D. Excavate, place fill as required at parking extension
- E. Remove topsoil to be placed onsite as directed by owner
- F. Existing inlet to remain
- G. Parking area to have 1 1/2" of new asphalt wearing surace
- H. Electrical not included in work

2. Repaving/Resurfacing of Georgia Avenue Road near campus

Specifications: All work must be supervised and debris cleanup to follow.

- A. Mill existing 3: and replace with 2" of asphalt wearing surface. (approximately 24' x 225')
- B. Mill existing 3: and replace with 2" of asphalt wearing surface. (Cul-de-sac 70' x 75')
- C. Existing inlet to remain

INVITATION FOR BIDS

Bidders should submit their bid information in a sealed envelope with "Bid #2023-01 Campus Maintenance Projects, with the *date and time delivered to ASMS* clearly marked on the outside of the envelope.

All bidders shall base their proposals on the exacts 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 by emailing jhoyle@asms.net. Please do not call the school.

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	вотн
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 Mathematics 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 1Notice 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.

REFERENCES OF CURRENT CUSTON	IERS	(3)
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Not required by those currently providing service	to ASMS
Customer Name	
Contact Name and Number	
Customer Name	
Customer Name	
Contact Name and Number	
Customer Name	
Contact Name and Number	
Name of Company	
Address	
Email address	
Cell Phone Number	
SIGNATURE	DATE

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