

BID #23-001Lawncare and Landscaping
November 11, 2022

INSTRUCTIONS TO BIDDERS

Alabama School of Cyber Technology and Engineering (ASCTE) will receive sealed bids for all equipment, supplies and services hereinafter described and specified, to be delivered to **ASCTE at the address stated on the Purchase Order.**

All proposals must be in sealed envelopes and shall be in the hands of Andy Smith, CFO, no later than **December 16, 2022 at 10:00 a.m.** The bid opening will be held at **10:00 am** in the office of Andy Smith, 229 Wynn Drive Huntsville, Alabama.

Sealed bids may be **mailed** to ASCTE, ATTN: Andy Smith, 229 Wynn Drive, Huntsville, Alabama 35804, or **delivered** to Andy Smith, 229 Wynn Drive Huntsville, Alabama 35804.

Proposals for furnishing the equipment/services shall be filled out where called for in the blank spaces on proposal forms. The original signature shall be in longhand and shall be the legal name of the bidder, or the authorized to sign. The completed form should be without interlineation, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.

No oral, telegraphic or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to fully inform himself as to all conditions and limitations.

All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the equipment manufacturer at no cost to the owner.

All bids shall remain in force for a period of **one year** and may be accepted or rejected by the owner at any time prior to the expiration of this period. Bids may be renewed for up to a total of 5 years with a 3 percent escalation if agreed on by both parties.

The owner reserves the right to reject any/or all bids as may be deemed best for his interest and reserves the right to award the contract or contracts to other than the low bidder if in the interest of ultimate economy and standardization to do so.

All bids received shall guarantee items and or services bid to meet or exceed specifications listed

Items furnished, as a result of this bid **shall be delivered prices** to purchaser, installed and must meet or exceed the specifications indicated on the quotation sheet

All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.

All bidders are to submit bids on proposal forms furnished by the ASCTE, which are enclosed. All items must have a monthly price and extended yearly price. In case of discrepancies, the unit price shall govern.

Questions concerning this bid should be directed to: **Dan Evans at 256-759-3731 or via email at dan.evans@ascte.org** Email is the preferred way of communication.

BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

I. GENERAL INFORMATION

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Madison County Board of Education's "BID SHEET" form, and shall govern the selections of the items listed.
- B. All bids shall be returned on the form provided by ASCTE.
- C. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request.
- D. ASCTE may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- E. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive.
- F. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indication the type, size, and quality of materials, products, service or equipment consideration best adapted to the ASCTE'S intended use.
- G. Vendors shall bid on all items within the specified group/category. It is the intent of the ASCTE to award the bid as a total package bid award, however, ASCTE reserves the right to award the bid in any manner, which will best serve the interest of ASCTE.
- H. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately

upon notification. Additional warranty considerations may be a factor in the bid award.

- I. ASCTE is tax exempt from all tax. This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.
- J. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected. All bids must also include the business name and address on the outside of the envelope.

II. METHOD OF AWARD

- A. ASCTE reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.
- B. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to ASCTE.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.
- D. A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting requirements and specifications.
- E. The ASCTE reserves the right to accept or reject any or all bids.
- F. The award will be made in accordance with Code of Alabama 1975 Section 16-13 B-1 – B11.
- G. The decision of ASCTE will be final.
- H. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in I. General Information, Paragraph D., that will best serve the interest of ASCTE.

III. CONTRACT PERIOD

The contract period shall be **January 1, 2023 thru December 31, 2023**. This bid may be renewed up to five years if both parties agree to terms and conditions.

IV. PRICING

A. Prices are to be quoted by the "Unit" or total package indicated on the face of the "Bid Sheet" form.

B. Prices are not to exceed two (2) decimal places.

C. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item, in the quantity as stated on the bid; delivered to ASCTE, in amounts ordered.

D. ASCTE reserves the privilege to rebid or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.

V. CANCELLATION

No item in the bid is to be canceled without the prior consent of ASCTE.

VI. DEFAULT

A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by ASCTE, without the consent of said ASCTE, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the ASCTE's mailing list, for not less than one (1) year.

B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of ASCTE shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases of the ASCTE.

VII. SPECIAL REQUIREMENTS

A. ASCTE reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.

B. ASCTE reserves the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if continuation of the contract or category is determined to be inconsistent with the best interests of ASCTE.

C. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following reasons:

- a. Failure to use the bid forms furnished by ASCTE.
- b. Lack of signature by an authorized representative on the bid form.
- c. Failure to properly complete the bid form.
- d. Failure to list bid number, name of bid, and vendor name and address on

outside of sealed envelope as well as general contractor number if required.

- e. Lack of vendor compliance.
- f. Evidence of collusion among bidders
- g. Unauthorized alteration of the bid form.

D. ASCTE assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

E. Where both Instructions To Bidders (ITB) and Special Conditions relate to the same thing, the Special Conditions will prevail; that is, the specific language will take precedence over the more general wording, however, where both the ITB and Special Conditions may be given reasonable effect, both are to be retained.

**ASCTE
SUBSTITUTION REQUEST FORM**

VENDOR NAME _____ BID # _____

BID NAME _____

ITEM # _____

ITEM DESCRIPTION _____

REQUESTED SUBSTITUTE

HOW IS SUBSTITUTE SIMILAR*

HOW IS SUBSTITUTE DIFFERENT* _____

MANUFACTURERS SPECS MUST BE INCLUDED

APPROVAL DATE

APPROVED BY

Proposal Check List

The following is a checklist of requirements developed by ASCTE that may assist in the preparation of your proposal. This list is not all-inclusive and is made available for your convenience. The *Instructions to Bidders* and *Addenda* (if issued) specify all proposal requirements and should be read thoroughly to ensure that all bid requirements are met. The following list identifies some common reasons why bids are rejected and considered non-responsive:

- Bid opening date and time (late submission)
- Original signatures and date on proposal required (copies submitted)
- Proposal should be without interlineations, alteration or erasure (do not use white out, do not line through and initial, do not change figures on pricing sheet, etc. Pricing sheet should be without corrections.) ***
- Bid Bond/Certified Check requirements (in bold print on 2nd page) ***
- Product specifications do not meet requirements
- Incomplete bids ***
- Bids not identified on UPS, Federal Express, etc. packages, thus inadvertently opened ***
- Vendor name and address not written on outside envelope. (Very important for mandatory pre bid conference participants.)
- Bid not sealed.
- Copies of licenses not submitted when required along with license number written on bid sheet ***
- General Contractor number not written on outside envelope.
- Failure to use bid forms supplied with bid packet
- Failure to fill out bid form correctly
- Late substitution requests (see X. Manufacturer's Name and Substitutions)
Note: *** - Most common reasons why bids are rejected.

Please read the *Instructions to Bidders* for specific requirements as they can change from bid to bid. The goal of ASCTE is to provide for fair and open competition. Following the *Instructions to Bidders* will ensure that all proposals are considered.

Thank you.

ASCTE Bid # 23-001

Lawncare and Landscaping Services

Bid Specs

1. Contract may be renewed annually up to 5 years by mutual agreement of both parties with no more than a 3 percent escalation clause annually.
2. Contractor will provide proof of required business licenses.
3. Contractor will provide proof of insurance with a minimum of policy amount of \$1,000,000.00.
4. Contractor will mow all turf areas on the ASCTE property
5. Mulching mowers will be used and maintained in order to ensure a clean cut and with no clumping or residual grass build up on the property
6. Mowing schedule will be weekly from March 1 st through December 1 st
7. If a weeks mowing schedule is disrupted for any reason, it must be made up at the earliest opportunity.
8. Grass will be mowed at 2 inches. Any changes in this cut must be made in accordance with the owner and contractor agreement that a change is necessary.
9. If additional mowing is required from December through March, it will be at no additional cost to ASCTE.
10. Weekly trimming with a weed eater in all areas needed is required.
11. Weekly blade edging of all curbs, sidewalks, driveways, etc., is required.
12. After cutting and trimming services are performed removal of clippings on all hard surfaces is required.
13. Leaves, limbs, trash, etc. will be removed prior to each service provided. No mulching of leaves is permitted.
14. Basic pruning of trees annually and shrubs at least once quarterly is required.
15. Pruning will take place In January, May, July, and September using standard landscaping practices.
16. Bermuda will be scalped annually based on the needs of the turf.
17. Treat for ants as needed
18. Labor cost to replace plants during the contract period is included in this bid. Materials will be invoiced separately and are not part of the bid.
19. Labor cost to replace mulch and pine straw in all beds as needed is included in this bid. Materials will be invoiced separately and are not part of the bid.

ASCTE Bid # 23-01

Lawn care bid

To Whom It May Concern,

We hereby submit our bid meeting all specifications asked for, to ASCTE, 229 Wynn Drive,
Huntsville AL

Total bid submitted for Bid# 23-01 for cabinets and benches as specified,

Total bid for complete project \$ _____

Company _____

Name _____

Title _____

Signature _____

Date _____