

NORTH SHELBY LIBRARY DISTRICT
INVITATION FOR BID
NOTE THIS IS NOT AN ORDER

BID NO: 2020WINDOWS
ISSUE DATE: November 8, 2020
TITLE: Replacement of failing windows
RETURN BIDS TO: North Shelby Library
5521 Cahaba Valley Road
Birmingham, AL 35242
205-439-5500

SEALED BIDS MUST BE RECEIVED ON OR BEFORE NOON C.D.T. December 4, 2020

No faxed or emailed bids will be accepted. The bid envelope must clearly state the bid opening date. The bid must include the enclosed quote sheet, e-verify statement, Conflict of Interest and Disclosure form.

The full bid packet is located in the library's Business Office, the 2nd floor bulletin board and online at northshelbylibrary.org.

SPECIFICATIONS:

The Trustees of the North Shelby Library request a bid for replacement of Green/Clear Tempered Insulated Units in curtain wall framing as well as installing applied film on the southwest upstairs windows:

1. Remove and dispose of the failed/failing/cracked windows throughout the building.
2. Furnish labor and material to install replacements for 36 or more failed/failing/cracked windows that match current double paned windows with an equivalent e-rating.
3. Install applied film on 36 windows located in the upstairs breakroom and business office area on the southwest side of the building (abutting the driveway).
4. All newly installed Green/Clear Tempered Insulated Units must be covered by no less than a five (5) year warranty for the windows.
5. All newly installed applied film must be covered by no less than a five (5) year warranty for the windows.
6. Certificate of Insurance required in the amount of at least one (1) million dollars.
7. All work shall be completed no later than February 28, 2021.

Disclaimer:

The North Shelby Library District will not be held liable for changed to any document except those made to the original document available in the Business Office of the North Shelby Library 5521 Cahaba Valley Road Birmingham, Alabama 35242.

QUOTE SHEET

QUOTE ON THE FOLLOWING ITEM:

WINDOWS PER SPECIFICATIONS

TOTAL COST: _____

INSTRUCTIONS TO BIDDERS

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted thereunder sealed bids will be received on the items noted herein by The North Shelby Library District until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the Library reserves the right to enter into negotiations within thirty (30) days of the bid opening.
2. The Library's [General Terms and Conditions](#) and [Instructions to Bidders](#), apply to this Solicitation and shall become a part of any contract issued hereunder.
3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:
 - a) Invitation for Bid and any Addenda; b) [General Terms and Conditions](#); c) [Instructions to Bidders](#)In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.
4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

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 in Alabama. **By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557**; they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

DISCLOSURE STATEMENT

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The North Shelby Library, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The North Shelby Library; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the Library furnish evidence of such filing.
3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no Library employee or official, and no family members of a Library employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the Library on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The North Shelby Library/District

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-

CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
3. The bidder is legally entitled to enter into contracts with The North Shelby Library District and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
4. I have fully informed myself regarding the accuracy of the statement made above.

NAME OF COMPANY: _____

PHONE: _____

FEDERAL EMPLOYER ID NO.: _____

ADDRESS: _____

FAX: _____

PAYMENT TERMS: _____

ADDRESS: _____

CITY STATE & ZIP CODE: _____

EMAIL ADDRESS: _____

DATE: _____

QUOTE VALID UNTIL: _____

SIGNATURE: _____

Typed/Printed Name of Signor _____

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

The North Shelby Library District requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly.

Failure to do so may eliminate your bid from consideration due to non-compliance.

1.0 GENERAL TERMS AND CONDITIONS

1.1 All bid responses, technical information and any other attachments furnished to The North Shelby Library in response to this request for quotation must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.

1.2 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined. If accepted by the Library, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this solicitation.

Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a North Shelby Library term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.

1.3 The issuance of a signed Contract document is required to constitute a contract between the successful Bidder and the North Shelby Library which shall bind the successful Bidder to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the North Shelby Library's Contract.

1.4 Any questions concerning these specifications should be directed to the North Shelby Library Business Office listed on the signature page.

1.5 No one at the North Shelby Library has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Board. All solicitations are issued under the direct supervision of the Board of Trustees and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and North Shelby Library policies and procedures.

1.6 State of Alabama Immigration Law

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response. If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response. If you are not currently enrolled in E-Verify, follow these instructions:

Log onto www.uscis.gov/everify

Click "Getting Started" for information about the program, requirements, and enrollment process.

Click "Enroll in E-Verify" and begin enrollment process.

When enrollment process is complete, click "Edit Company Profile" and print this one-page document.

This one-page document must be submitted prior to a contract being issued.

For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

Log onto www.uscis.gov/everify

Click "Edit Company Profile" and print this one-page document.

This one-page document must be submitted prior to a contract being entered into.

2.0 PRICE QUOTATION

2.1 All prices shall be quoted furnish and install The North Shelby Library District is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.

2.2 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.

2.3 Quote prices firm for a period of thirty (30) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.

3.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

3.1 Proposed delivery date shall be thirty days or less after signing the contract and payment of the Successful Bidder's invoice.

3.2 All items must be delivered and installed directly to the Library by the successful Bidder.

**Disclosure Statement of Relationship Between Contractors/Grantees and
Employees/Officials of The North Shelby Library/District**

1. Contract/Purchase Order No. 2020-WINDOWS

2. Name of Contract/Grantee: _____

Address: _____

Telephone: _____

Fax: _____

3. Nature of Contract/Grant: _____

4. Does the contractor/grantee have any relationships with any employee or official of the North Shelby Library, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract? If so, please state the names, relationships, and nature of the benefit.

(For employees of the Library, family members include spouse and dependents. For members of the Board of Trustees (officials), family members include spouse, dependents, adult children and their spouses, parents, in-laws, siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent of Contractor/Grantee

Date: _____

RETURN FORM TO: **The North Shelby Library Business Office.**
5521 Cahaba Valley Road
Birmingham, AL 35242