

## **TRUSSVILLE CITY SCHOOLS**

476 Main Street Trussville, AL 35173 (205) 228-3000 FAX (205) 228-3001

Ms. Kim Deshazo Board President Dr. Patrick Martin Superintendent

Date May 20, 2025

## Bid # 25-06 TCS Athletic Turf Chemical Application Management Addendum 1 see highlighted text

Sealed bids for the **TCS Athletic Turf Chemical App Management** will be received by the Trussville City Board of Education at its Central Office at 476 Main Street Trussville, AL until **June 4, 2025**, **@ 9:45am** which time they will be publicly opened and read.

You may access this bid using this link to the Trussville City Schools web site <u>https://www.trussvillecityschools.com/Page/888</u>. Click the bid number listed above from the list under the Building and Facilities Bid folder to view the bid. If you would like to request a hard copy of this bid, you may call 205-228-3062.

In the event the Trussville City School system is closed due to unforeseen circumstances on the mandatory pre-bid date or the bid opening date please visit <u>https://www.Trussvillecityschools.com</u> to view the **District News** section for new dates and times.

The specifications and bid information attached should be <u>read carefully</u>. On the final page, you must enter your bid amount and sign. If the document is not submitted as requested, it may be such that we cannot classify this offer as a legitimate bid. All bids must comply with the Alabama State Bid Law.

A mandatory pre-bid conference has been set for **May 29**, **2025**, **@ 9:45am**, starting at the Stadium located at 6345 Husky Parkway Trussville, Alabama. It is the responsibility of each Bidder/Vendor to visit the school for the purpose of viewing/questioning item specifications.

The bid will be awarded to the lowest Bidder/Vendor meeting specifications. Trussville City Schools reserves the right to reject any and or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. If you have any questions concerning this bid, please contact the writer at 205-228-3062.

Sincerely,

Brian Pharris Facilities Coordinator 476 Main Street Trussville, AL 35173 (205) 228-3062

#### Attachments

### BID #25-06 TCS Athletic Turf Chem App Management

Bidder/Vendor are requested to retain these instructions, conditions and specifications for future reference. Once awarded this is your contract document.

#### I. <u>GENERAL INFORMATION</u>

- A. All bidders must use our form for submitting their bid.
- B. All bid envelopes must be sealed and marked with the following in the lower left hand corner Bid #, Name of the bid, opening time and date and company name. Late bids will not be opened.
- C. Trussville City Schools is tax exempt under State and Federal law. Bids will not include State Sales Tax, Federal Excise Taxes or any other fee.
- D. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request.
- E. Use of trade names and numbers shall be interpreted as establishing a standard of quality and, is not intended to prohibit, and does not prohibit, an interested contractor from offering to supply an substitute or alternate product made by another manufacturer if that substitute product is substantially similar in terms of quality, functionality and value. If a bidder proposes to supply a substantially equivalent, substitute product, with its bid it must (a) supply the brand, catalog, model number and other pertinent information concerning its proposed substitute, and (b) demonstrate that the substitute meets or is consistent in all material respects with the grade, quality, type, and value of the specified product.
- F. Any necessary amendments to this Bid will be posted on our web page at https://www.trussvillecityschools.com/Page/888. While Trussville City Schools will make an effort to communicate all amendments, monitoring the web page for amendments will be considered the vendors responsibility.
- G. Any Request for Information (RFI) should be submitted to <u>Jessica.nelson@trussvillecityschools.com</u>. RFIs and any responses to RFIs will be provided or <u>made available to all known interested bidders</u>.

#### II. <u>SPECIFICATIONS</u>

- A. The bidder shall state the manufacturer's warranty for each item quoted and will be responsible for all warranty service as required.
- B. You shall obtain a City of Trussville Business license thirty (30) days after award of bid and send copy to Trussville City Schools.
- C. Your bid must include a Chemical Application license (if applicable).
- D. Your bid must include a Certificate of Insurance (COI) in the minimum amount of OneMillion dollars (\$1,000,000.00) and a Workmer's compensation certificate showing coverage in the state of Alabama.
- E. The venue for any disputes under any contract entered into shall be Jefferson County, Alabama.
- F. Any contract shall be governed by the laws of the state of Alabama. .

- G. All vendors wishing to bid shall have a minimum of five (5) years' experience doing business under the same firm name in which bids are submitted. Joint venture contracts must be pre-approved.
- H. Each vendor shall submit a list of educational facilities with the name of the facility and the contact person where they have performed the duties described in this bid. The list shall include the names of all educational institutions or entities for which the vendor has performed services within the two years preceding the date of bid submission.

#### III. DISQUALIFICATION OF BIDS

Bids may be disqualified or deemed to be non-conforming for any of the following:

- A. Failure to mark envelope as required.
- B. Failure to include requested information or other details of the bid.
- C. Excessive errors.
- D. Failure to complete "Bid Form for Alabama Immigration Law Compliance" and return appropriate documentation. MUST be included even if previously submitted
- E. Failure to have an original signature on the Bid Form, a faxed copy is not acceptable.
- F. The failure to include the acknowledgment of addendum form (if applicable)
- G. Alteration of or deviation from the bid specifications or information in any way. Any and all changes from those specified shall be listed as deviations. Failure to abide by this requirement may result in the bid being disqualified from consideration.

#### IV. MATERIALS BID (if applicable)

- A. All items quoted shall be new packed in manufactures original containers and shall meet or exceed the specific specifications shown. Re-built or remanufactured equipment will not be considered.
- B. The bidder shall state the manufacturer's warranty for each item quoted and will be responsible for all warranty service as required.
- C. Bidders shall quote the brand and/or model specified. If bidding a substitute, bidder must identify the differences in writing on additional sheet(s). <u>Bidders must submit product specification sheets for all items being quoted. All bids not complying with the statement may be rejected.</u> (if applicable)

#### V. <u>CONTRACT PERIOD/PRICING OPTIONS</u>

- A. The bid award or any contract entered into as a result of the bid award cannot be assigned, subcontracted out or franchised out to any contractor(s). The company submitting the bid must be the company that actually performs the work and no assignment whatsoever shall be permitted.
- B. Prices should be good for the length of this contract. The contract will be based on a period of 12 months with the option to renew for four (4) years from the date the contract was awarded.

- C. Trussville City Schools reserves the right to terminate this contract with a 30-day written notice to the vender.
- D. The bid will be awarded to the lowest bidder meeting specifications. Trussville City Schools reserves the right to reject any and or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. If you have any questions concerning this bid, please contact the writer at 205-228-3062.

#### VI. PROPOSAL FORM

- A. Proposal form shall be filled out in full.
- B. Each item quoted shall be described by brand name and model number.
- C. Each item shall be assigned a unit cost. Failure to provide this information on proposal form may be cause for rejection of bid.

#### VII METHOD OF AWARD and DELIVERY

- A. The award will be made to the lowest responsible bidder meeting specifications. Price is a factor in the bid award but it is not the sole factor and the bid will not automatically be awarded to the company with the lowest price. Quality, conformity with specifications, purpose for which required, terms of delivery, past service and experience are among the factors that may be considered in determining the lowest responsible bidder.
- B. In the event the low bidder refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder.
- C. Award will be made to the responsible bidder offering a proposal that is deemed the most acceptable and advantageous to the Trussville City School System.
- D. F.O.B. ADD ADDRESS FOR FOB. The title and risk of loss of the goods will not pass to Trussville City Schools, departments or local school until receipt and acceptance takes place at the FOB point. Vendor will notify Trussville City Schools 24 hours prior to delivery.

#### VIII. SPECIFICATIONS/SCOPE OF WORK

#### Athletic Turf Chemical Application

The intention of this bid is to cover the athletic turf fields.

Facilities covered under this bid are as follows:

#### 3 Athletic Fields in Trussville City Schools System

All the fields below are listed on the Bid Form page of this bid package and are to be priced individually and included in the Total Bid Price.

#### HTMS Fields:

• 1 PE field below tennis courts

#### HTHS Fields:

- 1 Practice band field located behind Cahaba River
- Field behind Civic Center

Failure to perform work as described in the bid specifications, as determined by Trussville City Schools, may be cause for immediate termination of the contract by Trussville City Schools.

Vendor is responsible for

- (a) Having thoroughly investigated and considered the scope of services to be performed
- (b) Carefully considering how the services should be performed

(c) Fully understanding the facilities, difficulties, and restrictions attending to the performance of the services required. Vendor is responsible to investigate the area and be fully acquainted with the conditions.

Plants, irrigation systems, etc., damaged by traffic accidents or vandalism, **shall be reported immediately** to Trussville City Schools.

The Vendor shall submit a **monthly report** detailing **all** contract work completed. The report shall show the work completed during each week contract work was accomplished and shall be submitted with and cover the same work as the vendor's billing statement for the previous month's work.

Provide the following information in the monthly report:

- 1) Quantity and type of materials used.
- 2) Record of chemical application, including type and rate.
- 3) Record of fertilizer applications, including type and rate.
- 4) Description of operations.
- 5) Report will include results of soil testing. A typical soil test report will supply information about soil pH, lime requirements, and soil nutrient levels for phosphorus, potassium, calcium, magnesium and zinc.

Payments will be made in 12 monthly payments that do not exceed the annual contract amount. Payments will be made after the receipt of the **service report and soil test results**.

Athletic fields will be serviced during schedule coordinated with the Athletic Director and the Facilities Coordinator to ensure no children are present and the maximum effectiveness of the application. Watering and mowing scheduled must also be coordinated.

The vendor is responsible for any and all turf damaging insects (including army worms); all fields are to be checked regularly by the vendor. Vendor must respond quickly if called about possible insect infestation.

All areas covered by the scope of this contract shall be kept free of insect infestation including fire ants.

The vendor is responsible for any and all fungicides for disease control.

#### Fertilization and Lawn Care for out Parcels

	Fe	rtilization Schedule	
Round 1	1 <sup>st</sup> week in February	Protamine 4L Escalade II Atrazine	6 month rate
Round 2	Last week in March	Prodiamine Trimec 992	6 month rate
Rounds 3-6	May – August April 20 1 <sup>st</sup> week in June Mid July 3 <sup>rd</sup> week in August	<ul> <li>32-0-5 Fertilizer 1.5 lbs. of N/per 1000 sq. ft. w/ 30% scu</li> <li>Includes grassy weed control for dallisgrass, crabgrass, nutgrass and bahiagrass.</li> <li>Spot treat weeds as needed.</li> <li>Insecticide and Fungicide as needed.</li> </ul>	
Round 7	Prior to October 15 <sup>th</sup>	Specticle Flo Pre-emergent – Rate 8.0 oz per acre Trimec 992	
Lime	Anytime from Sept – Dec	Solu Cal Lime No fertilization during this time	1089 lbs. per acre

#### Turf Areas:

For product details see Fertilization chart information above. All turf areas shall be fertilized a minimum of four times per year to keep turf in a healthy, green condition and showing no lack of resiliency. Fertilize turf in the fall and spring with a complete fertilizer and in summer with a slow release, high nitrogen fertilizer. Formula should be of 15-0-15 or similar makeup. 8-8-8 or 13-13-13 is not recommended because of the high potassium levels.

*Fields with heavy wear shall have additional fertilizer application(s).* 21-0-0 @1.5 lbs. of n/per 1000 sq. ft. *Price per application* \_\_\_\_\_\_.

**Weed control** is the responsibility of the Vendor and shall be practiced in all turf areas. A minimum program would include the following applications:

- In January an approved pre-emergent herbicide for control of crabgrass, annual blue grass and other spring germinating weeds shall be applied. If the first application of preemergent herbicide is ineffective a second application shall be made in accordance with herbicide manufacturer's specifications.
- In July, a selective broadleaf herbicide shall be applied for broadleaf weed control. Level of weed control shall be at least adequate to eliminate all visible broadleaf weeds. Those weeds which are still visible after the late winter and early summer herbicide applications shall be eliminated by further approved herbicide applications or by hand-weeding at the expense of the Vendor. Any weeds which are removed by hand shall be removed in a manner which leaves the ground surface level and saves the existing turf in place. Such weeds shall be disposed of properly.

There is to be a minimum of 7 applications, 2 spring pre-emergent applications to include broad leaf control, 1 fall pre-emergent application to include broad leaf control and fertilize a minimum of 4 times per year.

The vendor is responsible for any and all grassy weeds, this includes Dallas grass.

#### Equipment and Chemicals are the vendor/bidders responsibility:

- Vendor / bidders are responsible for all equipment and supplies.
- The bidder will supply TCS with data sheet on all chemicals utilized.

This contract is the entire agreement between the parties and supersedes any previous oral and written agreement.

#### STAFFING AND BILLING

#### Staff

- 1. Staff must be properly trained in the use of all equipment, chemicals and techniques necessary to perform duties.
- 2. All staff must have a completed background check in their personnel file. File must be available to TCS upon request.
- 3. Use of profanity and tobacco products on Trussville City School property is strictly prohibited and violators will be written up and/or terminated

#### Billing

1. Payments will be made in 12 monthly payments at the first of each month and will not exceed the annual contract amount.

# **Bid Form Alabama Immigration Law Compliance**

Sec 31-13-9(a & b) of the Code of Alabama 1975, requires that as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall:

- 1. Not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
- 2. Provide documentation establishing that the business entity or employer is enrolled in the E-Verify program
- 3. Participate in the E-Verify program during the performance of the contract, and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

As a condition of this bid, to be considered a responsible bidder, you MUST complete the following information and provide all required documentation. FAILURE to do so WILL disqualify your bid.

Company Name ("The Company"):

Company assigned E-Verify Numb	er (if applicable):
Address:	· · · · · · · · ·
City:	St:Zip:
Company Representative:	
	Please Print or Type
Company Representative Title:	
	Please Print or Type

#### Choose one:

A: "The Company" does or will employ one or more employees within the State of Alabama.

# Or

B: "The Company" does NOT or will NOT employ one or more employees within the State of Alabama

Representative Signature: \_\_\_\_\_

\*\*\*\*\*\*Required Documentation:

If "A" was marked above, then submit a copy of the company's E-Verify Memorandum of Understanding (MOU) including the Employer and Department of Homeland Security signature page and a completed W-9 must be included even if previously submitted.

If "B" was marked above, then submit a completed W-9. The E-Verify and Memorandum of Understanding (MOU) is not applicable.

#### **Bid Document Check List**

All Bid packages must contain the following information to be considered valid. Bid packages will be disqualified for not containing the required documentation.

# Note: Bidder/Vendors who continuously turn in bids with excessive errors and/or omission of required documents will be removed from the TCS Bid List

All bid envelopes must be sealed and marked with the following in the *lower left hand corner* **Bid # Name of the bid, opening time and date, and company name**. Late bids will not be opened.

Any necessary amendments to this Bid will be posted on our web page at <u>https://www.trussvillecityschools.com/Page/888</u>. While Trussville City Schools will make an effort to communicate all amendments, monitoring the web page for amendments will be considered the Bidder/Vendors responsibility.

**ADDENDA:** The Bidder/Vendor acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusively. *(If there are any addenda(s) they must be acknowledged in writing here).* 

W-9 - Request for Taxpayer Identification Number and Certification

Failure to complete "Bid Form for Alabama Immigration Law Compliance".

- If "A" was marked above then submit a copy of the company's E-Verify Memorandum of Understanding (MOU) including the Employer and Department of Homeland Security signature page and a completed W-9 must be included even if previously submitted.
- If "B" is marked on the Alabama Immigration Law Compliance bid form submit a completed W9. The E-Verify Memorandum of Understanding (MOU) is not applicable.

Failure to have an original signature on the bid form, a faxed copy is not acceptable.

Failure to sign the *Bid Forms*.

Failure to include requested information or other details of the bid.

Each Bidder/Vendor must submit a list of educational facilities with the name of the facility and the contact person where they have performed the duties described in this bid.

Your bid must include a Certificate of Insurance (COI) in the minimum amount of 1 million dollars and a Workman's compensation certificate.

Signature

Date

### **BID FORM**

The undersigned offers these prices, terms, and delivery as per bid specifications. A bid must be submitted for all locations listed. By signing this from he/she swears/affirms that he/she has not been a party to agreement or collusion that would restrain competition.

#### **Total Bid Amount:**

- \*Lowest responsible Bidder/Vendor price on premium equipment/software/services will be used to award the bid. This
  total price is the amount that will be considered for award purposes.
- Note: Any exceptions from specifications must be fully explained.

Company:			
Address:			
Telephone Number:			
Fax Number:			
Email Address:			
Name (Print or type):			
Signature:			
Are you a Minority Owned Company?			

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. Compliance may be verified by state and local law enforcement agencies or representatives of the Trussville City Board of Education at any time. 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.