Mobile County
PUBLIC SCHOOLS

Reginald A. Crenshaw, Ph.D., President, District 3
Sherry Dillihay-McDade, Vice President, District 4
Lonnie Parsons, District 1
Don Stringfellow, District 2
Johnny Hatcher, District 5

1 Magnum Pass, P.O. Box 180069, Mobile, Alabama 36618 Superintendent Chresal D. Threadgill

Purchasing Department
Phone (251)221-4473
Fax (251)221-4472
www.mcpss.com

Bid No. 25-57 August 19, 2025
BUYER: CYNTHIA MARTIN

INVITATION TO BID
CAFETERIA EQUIPMENT – NON-INSTALLED
AS NEEDED UNTIL APRIL 30, 2026

Sealed proposals will be received by the Board of School Commissioners of Mobile County, Alabama at its Purchasing Department, 1 Magnum Pass, Mobile, Alabama 36618, until **Wednesday, September 10, 2025 @ 10:00 AM** at which time they will be publicly opened and read aloud.

1. The submission of the bid by the vendor, acceptance and award of the bid by the School Board of Mobile County, Alabama, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Mobile County Public School System, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:
4. **Bidder agrees to VISA® Virtual Credit Card Program through AOC/Regions Bank for invoice payments in place of a check to pay for purchases from this solicitation. See payment terms for more information.**

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor:_____

Mailing Address:_____

City, State, Zip Code:_____
(List Toll Free Number if Applicable)
Telephone Number:_____ Fax _____

_____ _____
Authorized Signature of Bidder Authorized Name(Typed or Printed)

_____ _____
Director of Purchasing Name(Typed or Printed)
Mobile County Public Schools

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED

LET'S LOAD THE BASES!

Miracle League of West Mobile: Schmidt Family Park

THE MIRACLE LEAGUE

Our community is coming together to build baseball fields and a playground for children with special needs. The Miracle League of West Mobile: Schmidt Family Park will be constructed on Johnson Road, about two miles southwest of the intersection of Airport Boulevard and Snow Road.

You have the opportunity to help us create a miracle in Mobile County! If you hit a Single, Double, Triple, Home Run, or Grand Slam, you, your family, your business or your organization will be recognized at the park.

Several community organizations have already stepped up to the plate, donating land, providing funds to pave the road, and more. The key players thus far are: the Alabama Pecan Development Company, Inc., Schmidt-Barton Family Fund, South Alabama Utilities, Mobile County Public Schools and the Mobile County Commission. The Alabama Pecan Development Company, Inc., has donated more than 24 acres to the project and South Alabama Utilities has donated more than 4 acres. The Schmidt-Barton Family Fund is donating up to $1 million in matching funds toward the estimated $5 million in total construction costs.

Donations are now being accepted at mcpss.com/miracleleague to cover the remaining costs associated with the park.

Why should you donate?

Currently, many Mobile County youths with mental and physical disabilities are unable to play baseball in existing parks due to the lack of facilities that meet their needs. The Miracle League of West Mobile: Schmidt Family Park will be open to children from the entire county and surrounding areas. Approximately 8,300 children with disabilities would be able to play here.

Single
$1,000-$9,999

Double
$10,000-$49,000

Triple
$50,000-$99,999

Home Run
$100,000-$249,999

Grand Slam
$250,000 +

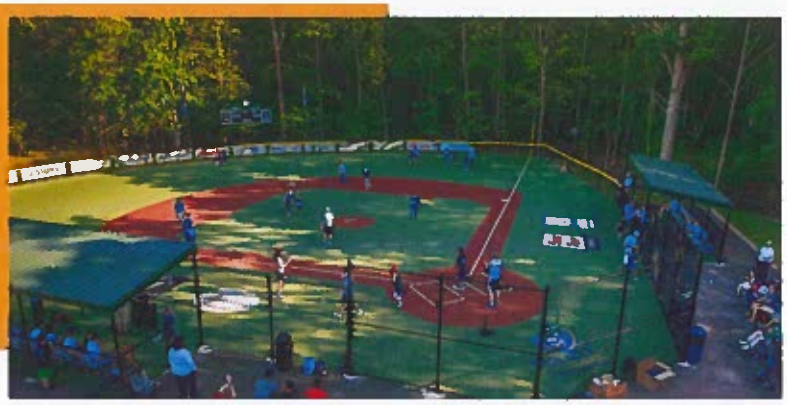
ALABAMA PECAN DEVELOPMENT CO. INC

SOUTH ALABAMA SAU GAS, WATER & WASTEWATER UTILITIES

MOBILE COUNTY ALABAMA ESTABLISHED 1812

Mobile County PUBLIC SCHOOLS

MIRACLE LEAGUE OF WEST MOBILE: SCHMIDT FAMILY PARK



MCPSS.COM/MIRACLELEAGUE

We are working directly with The Miracle League, which is based in Georgia and has 240 fields across the United States and in Puerto Rico and Canada, on this project. Why? So our children with mental and physical disabilities can experience the joy of America's favorite pastime. It's more than just a game. The Miracle League is about making new friends, building self-esteem and being treated just like other athletes.

The Miracle League baseball field will feature a synthetic rubberized turf that accommodates wheelchairs and other assistive devices while helping to prevent injuries. The field will have double-wide lanes, allowing the players more space as they round the bases. The park will also include a regular baseball field for children who are middle-school-aged. The hope is to one day build a school on the site to serve special-needs and autistic students.

This will be the first Miracle League field in Mobile County. The project will progress in phases as funding becomes available, with the Miracle Field and Playground as the major components of the first phase.

The first phase of the plan will cost approximately $2.3 million. We still need to raise $1 million to fund all facets of Phase 1, which we hope to complete in the fall of 2022.

Mobile County Public Schools is overseeing the financing of the project. We are applying for various grants and accepting donations at: mcpss.com/miracleleague.

We appreciate your support as we make a miracle happen in west Mobile!

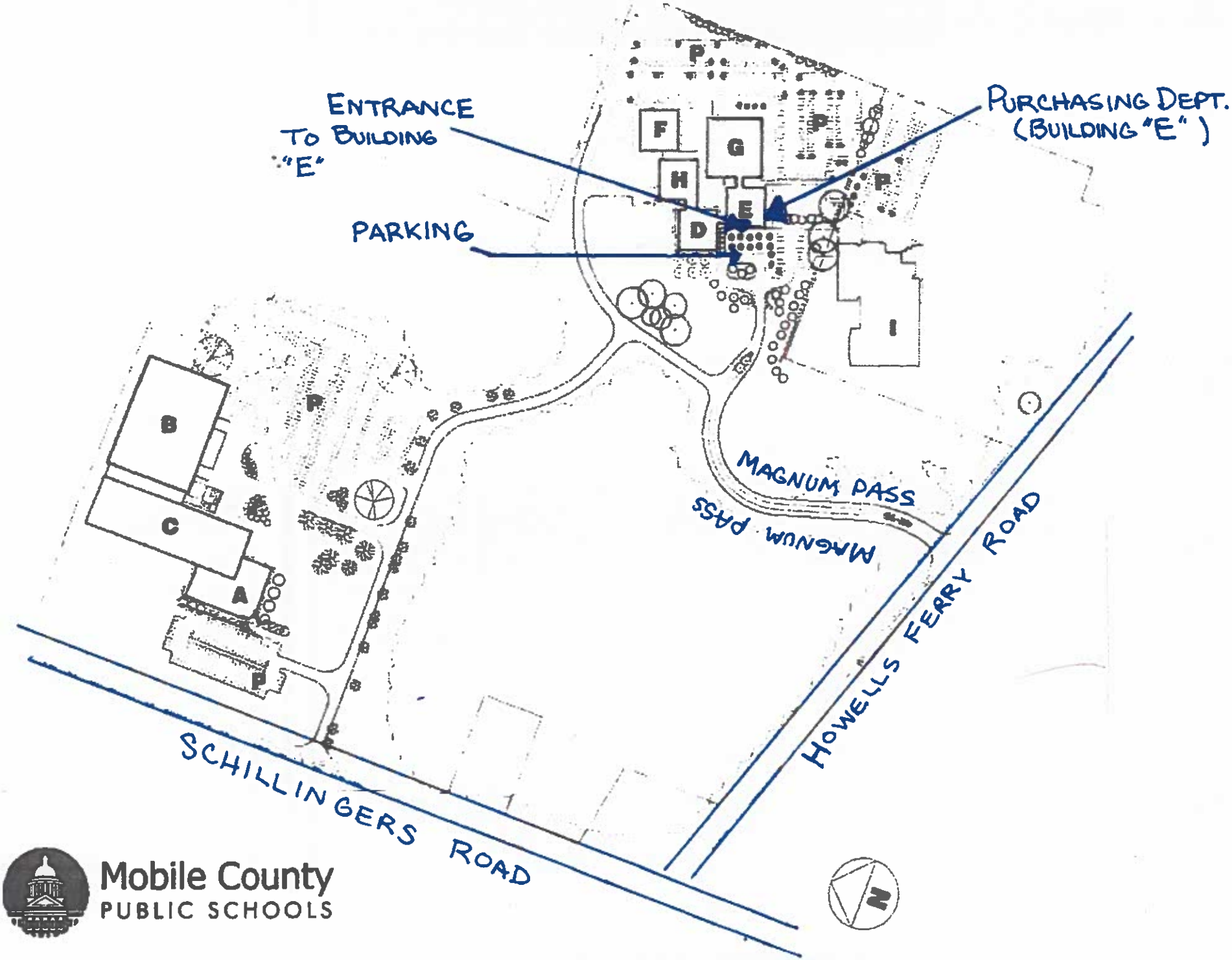
NEW BUILDING ENTRANCE

FOR

"PURCHASING DEPARTMENT"

Please note the entrance to Building "E" (1 Magnum Pass) has changed. You will need to enter Building "E" as shown on the following diagram where you will be checked in by a security officer and then directed to the Purchasing Department.

Please allow sufficient time for this change if you are dropping off a bid on the same day as the bid closes. MCPSS will NOT be responsible for any late bids.



Mobile County
PUBLIC SCHOOLS

Directory

A — Building A

Student Services Building

Student Services	4245
Health Services	4292
Microcomputer Services	5142
STI Office/Classroom Software Support	6201
Hardware Support	6223
Network Support	6222

B — Building B

Professional Development.	.5200
Central Receiving/Distribution	.5115
Textbooks	5108
JROTC	.5100
Print Shop.	6273
Archives.	4858
Make & Take	.5223
Mail Services	.6400

C — Building C

Environmental Services	4700

D — Building D

Executive Building

Office of the Superintendent.	.4394
Chief Financial Officer	.4434
Comptroller	4494
Budget Office.	4506
Child Nutrition Program	4374

E — Building E

Business Building

Security Office.	4108
Purchasing.	4473
Accounting	4445
Accounts Payable	4436
Local School Accounting	4427

F — Building F

Facilities Office.	.4822

G — Building G

Human Resources Office.	.4543
Payroll Office.	.4449
TV Studio.	.3119

H — Building H

Technology Building

Information Technology Services	.4583
Instructional Technology	.6210
Office of Communications.	6622

I — Building I

Academic Affairs Building

Board Offices & Board Meeting Room.	.4367
Academic Affairs.	.4159
Curriculum & Instruction.	.4141
Federal Programs	.5220
Special Education	.4220
Career/Technical Education.	.4019

Public Board Meetings

P — Parking - Public and Employee

Draft Opt. 2

MOBILE COUNTY PUBLIC SCHOOLS
2025-2026 SCHOOL YEAR CALENDAR

175-Students
187-Teachers

3-Independence Day
(System wide Holiday)
4-Independence Day

July 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1-New Year's Day (System Wide Holiday)
2- Students and Teachers Holiday
5-Teacher Work Day
6-3rd QTR. Begins/ Students Back
19-MLK Jr. Day (System wide Holiday)
S-18/ T-19 Days

4-Teacher Work Day
5-7-Professional Development
8-.5 Adm/.5 Teacher Work Day
11-School Start / 1st Qtr Begins
Students Days-15
Teachers Days-20

August 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

16-18-Presidents' Day/ Fat Tueday
19-20 Professional Development/
No Students
S-15/T-17 Days

1-Labor Day
(System wide Holiday)
22-Distance Learning Day
Students 21 Days
Teachers 21 Days

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13-Distance Learning Day
13-End of 3rd Qtr (43 Days)
16-Teacher Work Day
17-4th Qtr Begins
S-21/ T-22 Days

10 -End of 1st Qtr (44 DAYS)
10- Distance Learning Day
13-2nd Qtr Begin
Students Days-23
Teachers Days-23

OCTOBER 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

13-17- Spring Break
S-17/T-17 Days

10-Distance Learning
11-Veterans Day
(System wide Holiday)
24-28 Thanksgiving Break
(School Holiday)
Students Days-14
Teachers Days-14

NOVEMBER 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22-End of 4th Qtr (44 Days)
25-Memorial Day
System wide Holiday
26-28-Teacher work Day
S-16/ T-19 Days

19-2nd Qtr Ends (44 Days)
22-31 Christmas Break
(School Holiday)
Students Days-15
Teachers Days-15

DECEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2026						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

12 Month Employee Holidays 2025-26
July 3-Independence Day
Sept.1-Labor Day
Nov. 11-Veterans Day
Nov.26-28 Thanksgiving
Dec. 24-26-Christmas Break
Dec.31 & Jan. 1 New Year's
Jan.19 MLK Jr. Day
Feb. 16-18 Mardi Gras/ Pres. Day
May 25- Memorial Day/June18-Juneteenth Day

Virtual /Distance Instruction
Summer School
8-FLEX DAYS
First and Last Day of Quarter
Teacher Planning/Staff Development/Student Holiday
Student/Teacher Holidays

GENERAL TERMS AND CONDITIONS
MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

1. ALABAMA IMMIGRATION LAW COMPLIANCE:
As a Contractor/Vendor as defined in the Act, to the Local Board of Education (Board), it is crucial to your relationship (future or continuing) with the Board that you comply with the Immigration Reform Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly please provide your Affidavit of Immigration Compliance. These documents can be found in the following bid package along with a compliance check list.

2.ADDITIONAL ORDERS: Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

3. ADDENDA: If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders that are **registered** with the Purchasing Department. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from Purchasing Department.

4. APPLICABLE LAW: This contract shall be construed and interpreted according to Alabama Law.

5. ASSURANCE OF NON-CONVICTION OF BRIBERY: The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

6. AWARD CONSIDERATION: The following factors will be considered in determining the lowest **responsible** bidder:
Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

7. BID AND PERFORMANCE SECURITY: If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to Board of School Commissioners of Mobile County. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be nonsubstantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

8.BRAND NAMES: The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the Purchasing Department or their designated representatives. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

9. CONFLICT OF INTEREST: Section 36-25-9 of the Code of Alabama states: "No member of any county or municipal agency, board, or commission shall vote or participate in any matter in which the member or family member of the member has any financial gain or interest" Employees may not use their offices or positions for personal gain and must adhere to applicable provisions of the Alabama Ethics Law and the MCPSS Board policy 6.10 concerning Ethics. Further information can be found on both the Alabama Ethics Commission's and MCPSS Website.

10.DELIVERY OF BIDS: Bids must be received in the Purchasing Office by the the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be addressed to the Board of School Commissioners, Purchasing Office, P.O. Box 180069, Mobile, AL 36618; when using other couriers, send to the Board of School Commissioners, Purchasing Office, 1 Magnum Pass, Mobile, AL 36618. The School District accepts no responsibility for premature opening

of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Board of School Commissioners, Purchasing Department by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

If the School System is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events") which closure prevents the opening of bids at the advertised date and time, all bids received shall either be publicly opened and read aloud on the next business day that the department opens at the advertised time or the bid opening will be extended by sending out an addendum that states the new date and time to all registered bidders.

11.ERRORS IN BIDS: Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

12. FEDERAL MONIES

Expenditure of federal monies require the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the following:

Clean Air Act (42 U.S.C. 7401-7671q); Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387) Buy American provision (7 CFR §210.21); Equal Employment Opportunity (41 CFR §60); Davis-Bacon Act (40 U.S.C. 3141-3148) ;Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2); Debarment and Suspension (Executive Orders 12549 and 12689), Copeland "Anti-Kickback" act (18 U.S.C. 874 and 40 U.S.C. 276c) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Procurement of Recovered Materials (See §200.322) National Defense Authorization Act (NDAA) Section 889

13.HAZARDOUS AND TOXIC SUBSTANCES: Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

14. INVOICING, DELIVERY, PACKAGING: Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. **District personnel may choose to use a VISA® Purchasing Card and E-Payables process for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid, agrees to accept the VISA® purchasing card and E-Payables process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive.**

All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Board of School Commissioners of Mobile County or local school. All packages delivered must show the purchase order number. The successful bidder will be required to furnish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B.; School Site, Mobile County, AL. The title and risk of loss of the goods will not pass to the Board, Departments, Schools until receipt and acceptance takes place at the F.O.B. point.

15. INSPECTION OF PREMISES: At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual

expenses. This same clause will apply to any subcontractors assigned to the contract.

16. INSURANCE: The School Board of Mobile County, AL shall be added as an additional insured on all Contractors' liability policies. Copy of policy to be given to the Purchasing Dept where it will remain on file.

COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE

Contractor shall purchase and maintain during the life of this contract, public liability insurance against bodily injury, personal injury, property damage which shall include comprehensive general liability, contractual liability, products and completed operations liability in limits of not less than $2,000,000 per occurrence and $3,000,000 Aggregate. The contract shall protect him and any subcontractor performing the work covered by this contract, from claims for damages which may arise from operations under this contract, whether such operations are by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall indemnify and hold harmless the Owner against any and all claims for personal injuries and/or property damage as a result of Contractor's **and its Subcontractor** acts, operations, or omissions and shall carry contractual liability and property damage insurance to cover such indemnification. The limits of contractual coverage shall agree with the limits stated above for Contractor's regular public comprehensive general liability coverage and property damage.

A. LIMITATION TO DAMAGE: In no event shall the BOARD or any of its Commissioners, officers, employees, agents, or servants be liable to the Contractor or Vendor for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this bid document, or to the performance of or breach of any provision hereof.

17. INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

18. IMMIGRATION: 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. If Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

19. NON-DISCRIMINATION: The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

20. OPEN TRADE PROVISION: In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

21. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract or before the contract is awarded. The Board reserves the right to request a demonstration of any product or service before making the award at no additional cost to the school district. The time frame of the testing will be mutually agreed upon by both parties.

22. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

23. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Director no later than five (5) calendar days after awarding date of the bid. If needed, The Chief Financial Officer will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Purchasing Director is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

24. PREPARATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be

rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

25. PRICING: Prices quoted shall be delivered prices and shall include any and all costs, charges, taxes, and fees i.e. the Board shall only pay the price and amount quoted and nothing more.

26. PURCHASES: Once the bid is board approved, a letter will be issued to the awarded vendor(s). This letter does not authorize to make purchases. Purchase orders will be issued as authorization for all purchases.

27. QUESTIONS/CONTACT: All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. **Bidders shall not contact any member of the Mobile County School Board, Superintendent, or Staff regarding this bid prior to such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.**

28. REJECTION OF BIDS: Mobile County School District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board of School Commissioners, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Default on previous contracts, Evidence of collusion among bidders, Unauthorized alteration of the bid form. On the final board approved bid tabulation, a written justification of all bidders that were rejected will be presented and made public.

29. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

30. TABULATION: Bid results are posted on Purchasing's web site, and will remain for sixty (60) days after the posting date. The awarding bidders will be sent a written notification via mail.

31. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Board of School Commissioners of Mobile County. Insufficient funds shall be the grounds for immediate termination of this solicitation.

32. TERMINATION FOR THE CONVENIENCE OF THE BOARD: The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Purchasing Manager shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the Purchasing Manager. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

33. TERMINATION FOR DEFAULT: If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

A. FORCE MAJEURE: The parties' under this agreement are subject to, and neither party shall be liable for delays, or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control

34.WARRANTY: The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

GENERAL TERMS AND CONDITIONS
MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

35. VENDOR LIST: A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

THE SCHOOL BOARD OF MOBILE COUNTY, ALABAMA

_____

RUSSELL HUDSON
DIRECTOR OF PURCHASING

VENDOR BID REGISTRATION

Vendors:

Our records indicate you are registered to receive "Invitation to Bids" from Mobile County Public School System. The Mobile County School System is changing the way vendors are notified for Invitation to Bids. Currently, we are sending post card notifications by US Mail to all vendors who are registered.

The NEW NOTIFICATION PROCESS will begin and consist of the vendor receiving an email notification of Invitation to Bids. A web site has been established for vendors to register and select the bid categories from which they want to receive bid invitations. These are the steps you need to take:

1. Go to Https://bidreg.mcpss.com/ezregistration.html
2. Select "New Applicant" and you will create a user name and password, and then follow the prompts.
3. Please note the email bid notifications will be sent from bidnotify@mcpss.com save this in your address directory to prevent email being sent to SPAM.

Even though vendors are currently registered to receive bids, all vendors MUST register in the new database in order to receive an ITB "Invitation to Bid" . If you do not register, you will not receive an ITB. Also, all vendors are responsible for maintaining their vendor profile in the database for such things as address, contact info, email, bid categories, etc..... This information needs to stay current to assure you receive ITB's. I would strongly encourage vendors to visit MCPSS.com once a week to be knowledgeable of all bid activity.

Thank you for your cooperation as this will allow us to drastically reduce postage costs and work more efficiently. Please feel free to contact us if you have questions at 251-221-4473.

SPECIFICATIONS
CAFETERIA EQUIPMENT
NON-INSTALLED
AS NEEDED UNTIL APRIL 30, 2026

I. INTENT OF BID

A. The intent of this bid is to establish a contract between the Board of School Commissioners, on behalf of the schools identified herein, and the bidder for the supply and delivery of items described herein.

II. QUALIFICATIONS OF BIDDERS

A. Any person, firm, or corporation submitting a proposal must be either the manufacturer or the manufacturer's authorized sales dealer for the items quoted. Bids will be accepted only from firms engaged on a full-time basis in the cafeteria equipment supply business.

B. Bidder must maintain an in-house service department or must contract with a factory-authorized service company to handle warranty repairs or claims. Maximum response time to calls for service is 24 hours.

C. **All persons entering schools are to be in company uniform and all are to have picture ID badges. Background checks are required for all personnel entering the schools, please see the attached forms.**

III. STANDARD CONTRACT CONDITIONS

A. This contract shall be governed in all respects--as to validity, construction, capacity, performance, or otherwise--by the laws of the State of Alabama.

B. Contractors providing services under this Invitation to Bid herewith assure the school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

C. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.

D. Deliveries against this contract must be free of excise or transportation taxes, except when such a tax is part of a price and school districts are not exempt from such levies. Excise tax exemption registration number may be used when required.

E. Contractor shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this Agreement, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. **NOTE: Expenditure of federal monies requires the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Acts as stated in item number 12, of the General Terms and Conditions document located in this bid package**.

F. Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school district's official forms. Bids submitted on company forms may be rejected.

G. The contractor agrees to retain all books, records, and other document relative to this agreement for three (3) years after final payment. The district, its authorized agents, and/or State/Federal auditors shall have full access to and the right to examine any of said materials during said period.

H. By his signature on the bid, a bidder certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respect fair and without collusion or fraud. The bidder certifies that he understands collusive bidding is a violation of Federal law and can result in fines, prison sentences, and civil damage awards. He further agrees to abide by all conditions of this bid and certifies that he is authorized to sign this bid for the bidder.

I. Prohibition against conflicts of interest, gratuities and kickbacks.

"Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

IV. MATERIALS BID

A. All items quoted shall be new, packed in manufacturers' 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 services as required under Section VII, C.

C. If bidding as specified, bidders will not be required to submit manufacturer's specification sheets.

D. Bidders desiring to quote items other than brand(s) specified must complete and submit the enclosed Substitution Request Form with bid. (See Section VII, I).

E. The Board reserves the option to reject any alternate for any reason.

V. METHOD OF AWARD AND DELIVERY

A. The bid will be awarded on an individual item or lump sum basis as indicated on the proposal.

B. **Delivery to each school shall be made within 60-90 days after vendor receipt of purchase order. Vendor will notify cafeteria manager 24 hours prior to delivery. Delivery will be scheduled at a time that delivery will not adversely affect normal food service operations. If equipment requires "Start Up" and "Demonstration", the dealer will provide written notice at time of delivery to the school CNP manager not to connect or use the equipment until after "Start Up" and "Demonstration" have been completed.**

C. The successful bidder must use a closed-in delivery truck with a lift gate when delivering equipment to prevent new equipment from being exposed to the elements.

VI. PAYMENT

A. Payment of all invoices for which a CNP Purchase order is transmitted shall be the responsibility of the CNP Central Office issuing the order. Vendors will bill the CNP Central Office after equipment has been delivered and vendor has complied with the terms of the contract.

Vendors can expect payment by the 15th of the month for all invoices for the preceding month except for invoices dated in June, July or August which will be paid by September 15th.

District personnel may choose to use a VISA® Virtual Credit Card Program through AOC/Regions Bank for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid agrees to accept the VISA® Virtual Credit card process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® Virtual Credit card. Refusal to accept this condition may cause your bid to be declared non-responsive. (See the attached E-Payables explanation and the VISA Virtual Card vendor enrollment data elements form.)

B. Payment of all invoices for which a purchase order is issued by the Mobile County School Board shall be the responsibility of the School Board and shall be mailed to Accounts Payable Manager, P.O. Box 180069, Mobile, AL 36618.

While it is the intent of the Board to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to, as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a contestment result regarding quality, terms, etc. the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and/or certified copies of an original. Should a copy be the only thing available, it must be certified as "true, correct, and unpaid original invoice".

VII. SPECIAL INSTRUCTIONS

A. Start-Up: For all equipment with moveable parts or electrical parts the bidder shall indicate on attached form "Required Bid Information" the name of company, agent, address and phone number of the party responsible for checking operation of equipment after delivery and inspection if by party other than bidder. Failure to provide this information will be considered reason for rejection of bid. A written report of results of start-up check shall be provided to school district by bidder or agent listed on attached form "Required Bid Information" prior to bidder sending bill for equipment.

B. Demonstration: All equipment with moveable parts shall be demonstrated to school district employees responsible for operation and care of equipment. Bidder shall indicate on attached form "Required Bid Information" the name of company, agent, address and phone number of party responsible for demonstration. If the agent is no'. an employee of the bidder a letter shall be attached indicating willingness to provide demonstration. The Bidder shall be responsible for notifying agent that equipment has been delivered and start-up check has been completed. Demonstration shall be provided within ten working days of notification. Demonstration shall be conducted at a time agreeable to the school district at the site of actual equipment installation. Failure to provide this information will be considered reason for rejection of bid.

C. Warranty: The bidder shall state the manufacturer's warranty for each item quoted. In addition to the manufacturer's warranty the successful bidder shall guarantee for a period of one year all items and equipment furnished under this bid. For equipment with movable parts or electrical parts the warranty shall begin on the date the owner has accepted the start-up report. For other equipment the warranty will begin on the date the equipment is delivered in acceptable condition. The conditions of the warranty shall be as follows:

1. Non-Refrigerated Equipment

a. Start-up and calibration.

b. All parts that are integral with the equipment when purchased and all loose parts furnished with the equipment. (Vendor will pay freight for parts replaced under warranty).

c. All labor and mileage.

d. The dealer will handle calls related to service needs under warranty. Problems related to warranty service will be referred to the Maintenance Department (251-221-5508).

e. If at any time during the warranty period, the equipment fails to function due to problems not related to the equipment, the dealer will notify the Maintenance Department immediately (251-221-5508).

f. If at any time during the warranty period any parts or function of the equipment fails to perform due to misuse or abuse, the dealer may charge the school for the service call and the repair provided the Coordinator of Purchasing is notified of the misuse or abuse prior to the dealer making the repair.

2. Refrigerated Equipment

1. All of the above, plus: Five (5) year compressor warranty.

D. Factory Authorized Service Agents: The bidder shall indicate on attached form "Required' Bid Information" the name, address and phone number of a factory authorized service agency for each item specified. The factory authorized service agency shall be located within 250 miles of installation site. Providing this information is in addition to the dealer service required in No. 3 above. A written statement from the manufacturer shall be attached to the bid indicating that this agent is authorized to service their equipment and sell parts. Factory authorized service agents shall abide by the code of ethics of the Commercial Food Equipment Service Association (CFESA). Failure to provide this information will be considered reason for rejection of bid.

E. Codes: **All equipment must be constructed in accordance with the National Sanitation Foundation (NSF) Code**. All Equipment must be listed and approved, where applicable, for U.L., AGA and AWE requirements and all other requirements as specified by local building codes, plumbing codes, fire codes and all other state and local codes. **All foodservice equipment must bear the applicable seals**.

F. Manuals: The Board of School Commissioners shall be provided three (3) copies of use/care manuals and illustrated parts list for all equipment with moveable parts. These manuals shall be provided within ten days of installation.

G. Removal of Existing Equipment: (Note the option chosen by the School Board indicated by the "X").

X 1. Successful bidder will be responsible for moving existing equipment to make space for new item(s). As noted on the instructions of the "Asset Form", the bidder will be responsible for removing the existing equipment and delivering to the designated site. The site could be the Central Warehouse or another school site. (See section X Item 3 – Fixed Asset Transfer/Pick-Up Form.)

In addition, successful bidder shall move any equipment which must be temporarily moved for installation of new equipment.

2. School Board will be responsible for disconnection or moving of existing equipment prior to arrival date for new equipment

X 3. **Fixed Asset Transfer/Pick-Up Form:**

A sample form is included with the bid documents. The form will only be used in the event the existing equipment will require transfer to another location. This form will be filled out by the CNP Department and accompanied with the purchase order.

Vendor's Responsibility is to bring the completed asset form when equipment is removed and have the following persons sign the asset form: CNP Manager (Releasing the equipment), Vendor's employee (Pick up by) and person receiving existing equipment (Received by). The vendor is to leave the original document with the person receiving existing equipment.

H. **Assembly: All equipment is to be delivered, uncrated, assembled, inspected, set in place, and made ready for final connections. All debris accumulated with the delivery of equipment shall be removed. Foodservice equipment is to be cleaned and turned over in first class condition.**

I . Substitute Brands

1. **If a bidder chooses to bid a substitute brand, proof of equality must be submitted with the bid on the bid opening date**. The form "Substitution Request Form" must be used for this purpose (included in this bid document); this provides the School Board with a detailed description in which the proposed substitution conforms and/or varies from the specified brand. This information shall be submitted in addition to manufacturers cut sheet.

2. Bidders submitting substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitution will require changes in mechanical or electrical connections or require rearrangement. If any of the above changes are involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.

3. It is understood by the School Board that no agent, dealer, broker or agency may bind a manufacturer beyond the manufacturer's own printed literature. Therefore, any party submitting a Substitution Request Form stating compliance with a feature specified for the prime specified item by a manufacturer in a manner not identified as a standard of production or as an option for that item in the manufacturer's literature must be accompanied by a letter on the Manufacturer's own letterhead stating that the manufacturer shall comply with the specified feature and such compliance shall not adversely affect the manufacturer's product performance, reliability, durability, appearance or effect the warranty.

4. If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitution Request Form" the F.S.E. Contractor shall at the discretion of the School Board bring the equipment into compliance or remove the equipment and replace it with one in compliance with the specifications at his own cost. In consideration of the job stage at the time of final inspection, the F.S.E. Contractor shall take no more than 5 working days to make this replacement. Bidders are encouraged to review the "Substitution Request Form" prior to using such items in their bid. Awarded Contractor shall be responsible for deviations not detailed in the "Substitution Request Form" submitted FROM ANY SOURCE. Approval of submittals by the School Board does not relieve the F.S.E. Contractor of this condition. The "Substitution Request Form" can be found at the end of this document.

J. Specifications: Written description in the specification will prevail in case of conflict between written description and model number.

K. Alternate Bids: Bidders shall submit only 1 bid per item specified

L. On-Site Visits and Field Measurements: (Three options - Board of School Commissioners should indicate by an X the option chosen).

___1. When an on-site visit is indicated in specifications, bidder shall complete on-site visit prior to date of bid opening. Bidder shall attach to bid a signed statement from the contact person listed in "Invitation to Bid" affirming that on-site visit was completed.

___2. The successful bidder shall be responsible for taking all field dimensions which affect the equipment and installation thereof. At the time of taking field measurements, the successful bidder shall report to the contact person named in Invitation any conditions which will prevent him from the execution of his work as outlined in specifications and installation instructions.

_X_3. Board of School Commissioners assures the successful bidder that equipment can be delivered to installation site with no changes to existing entrances. Board of School Commissioners assumes full responsibility for any cost associated with removal and replacement of framing on entrances in order to deliver and set in place equipment, and the cost of additional mileage and labor as a result of failure of the Board of School Commissioners to meet the requirements of this paragraph.

M. Custom Fabricated Equipment:

1. Equipment shall be fabricated by a food service equipment fabricator who has the plant, personnel, and engineering facilities to properly design, detail and manufacture high quality equipment. The bidder shall by his signature on Invitation to Bid indicate that equipment is to be fabricated by bidder personnel. If fabrication is to be subcontracted, bidder shall attach to bid submittal a letter giving the name and address of fabrication subcontractor.

2. Successful bidder shall submit shop drawings for custom fabricated equipment. Drawings shall be at a minimum of 1/2" scale and include a plan view and front, rear, and side elevations. All drawings shall be fully dimensioned, and all parts labeled as to materials and methods of construction. Shop drawings shall be approved by contact person listed on Invitation to Bid prior to start of fabrication.

N. U.S. Department of Agriculture Certification:

1. Bidders must complete the attached U.S. Department of Agriculture Certification forms regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

O. PRICE SHEETS: ALL BIDDERS MUST TYPE THEIR RESPONSES ON THE PRICE SHEETS. NO BIDS WILL BE CONSIDERED THAT ARE HAND WRITTEN. THE PRICE SHEETS WILL BE ON THE WEBSITE IN EXCEL FOR ALL BIDDERS TO HAVE ACCESS FOR THIS REQUIREMENT.

P. Questions

A. If you have any questions regarding this bid, you may contact Cynthia Martin by email at cpmartin@mcpss.com or by phone at (251) 221-4473.

AS NEEDED UNTIL APRIL 30, 2026

1. BINS, INGREDIENT, MOBILE - Unit to be stainless steel coved corner construction with slide-off cover. 150 lbs. capacity.

   Acceptable unit: Piper 47-150; or approved equal. **Submit specifications if bidding substitute.**

2. BOWL W/STAND, MOBILE - Bowl shall be 80-quart, stainless steel. Stand shall have four stainless steel cross braces at the bottom and beneath bowl position. Legs shall be equipped with four casters, each with lock. NSF certified.

   Acceptable unit: Bowl Vollrath 79800; Stand Vollrath 79018 or approved equal. **Submit specifications if bidding substitute.**

3. CAN OPENER, ELECTRIC - Unit to be heavy duty table model electric suitable for opening all size cans. Stainless steel exterior with retractable gear and knife. NSF certified. Items #3 & 4 will be awarded to the same manufacturer and the same vendor to ensure compatibility.

   Acceptable unit: Edlund Model 270 (115V); or approved equal. **Submit specifications if bidding substitute.**

4. REPLACEMENT KNIFE AND ORING KIT – Unit must be compatible with the Edlund 270 (115v); or approved equal electric can opener listed in item number 3. NSF certified. Items #3 & 4 will be awarded to the same manufacturer and the same vendor to ensure compatibility.

   Acceptable unit: Edlund KT2700; or approved equal. **Submit specifications if bidding substitute.**

5. CART, MOBILE STAINLESS STEEL (THREE SHELVES) Unit to be of fully welded stainless steel construction with shelves approximately 21 " x 33". Frame shall be of heavy-duty construction "U" shaped approximately 1" x 1" x 1/8" angle. Unit shall be equipped with 2 - 5" swivel casters and 2 - 8" fixed casters and have a maximum carrying capacity of 700 lbs Overall size shall be approximately 22" x 39" x 37". Cart with three (3) shelves. NSF listed.

   Acceptable unit: Lakeside 544; or approved equal. **Submit specifications if bidding substitute.**

6. CART, MOBILE, STAINLESS STEEL (TWO SHELVES) Unit to be of stainless-steel construction with shelves approximately 21" x 33". Frame shall be of heavy-duty construction "U" shaped approximately 1-1/4" x 1-1/4" x 1/8" angle. Units shall be equipped with 2 - 5" swivel casters and 2 - 8" fixed casters and have a maximum carrying capacity of 1,000 lbs. Overall size shall be approximately 22" x 42" x 47". Cart with two (2) shelves, and ergonomically slanted vertical handles. Unit to be fully assembled by vendor at delivery. NSF certified.

   Acceptable unit: Lakeside Ergo-One 7120; or approved equal. **Submit specifications if bidding substitute.**

7. DISPENSER, ICE - Portable ice dispenser, 45 lb. capacity with 2 ½" – 4" high legs. Insulated hopper with 3/4" drain connector and drain hose. UL and NSF approved. 115/160. Stainless Steel exterior.

   Acceptable unit: Multiplex (formerly Serve-End) M-45 (2706334); or approved equal. **Submit specifications if bidding substitute.**

8. DISPENSER, TRAY, MOBILE - Tubular frame type mobile tray dispenser. Holds two stacks of trays for a total capacity of 300 trays. Automatic self-leveling compression type elevator lifts. Compression springs should be non-fatiguing type, completely encased in die stamped telescoping stainless-steel tubing. The elevators shall be connected by two removable type 304 stainless steel tray carriers. All dispensers shall be equipped with 4" diameter non-heavy duty swivel casters and non-marking corner bumpers. Frames shall be constructed on one-inch o.d. type 304 s/s tubing, vertical frames shall be welded to base frame for additional strength. Approximate dimensions: 25" long x 20-1/8" wide x 36-3/4" high. NSF certified.

   Acceptable unit: Shellymatic #TT2-1014; or approved equal. **Submit specifications if bidding substitute.**

9. RACK, PAN (Adjustable) Unit to be constructed of high-strength aluminum. Tray glides to be a adjustable. Casters are to be 5" with (2) swivel type. Warranty: 2 Year. Provide 12 sets of pan slides for each unit. NSF listed. Unit is to be fully assembled by vendor at time of delivery.

   Acceptable unit: FWE OTR-UA-13; or approved equal. **Submit specifications if bidding substitute.**

10. RACK, DRYING FOR SHEET PANS – Unit is heavy duty aluminum construction. 3 tray levels, guides are .90" thick. 5" platform type swivel casters. 28" X 74 1/2" X 63 3/4" are the dimensions. NSF certified.

    Acceptable unit: New Age 95333; or approved equal. **Submit specifications if bidding substitute.**

11. RACKS, DUNNAGE – Unit to be constructed from heavy wall 1-1/2" x 1-3/4" aluminum tubing on 8" high legs. NSF certified.

    A. Approximate size - 20" D x 36" L; with 3000 lbs capacity. **Acceptable unit**: Kelmax/SPG 4H2124; or approved equal. **Submit specifications if bidding substitute.**

    B. Approximate size - 20" D x 48" L; with 2500 lbs. capacity. **Acceptable unit**: Kelmax/SPG 4H2144; or approved equal. **Submit specifications if bidding substitute.**

12. STAND, SLICER - Unit is to be suitable for holding a slicer and be equipped with 5" all locking casters. Bottom frame is to be designed to hold 4 - 18" x 26" pans. Size: 32" Long x 30" Wide x 34" Tall. Die crimp at all edges. All stainless-steel construction. No 430 stainless steel imported stainless steel will not be accepted. Galvanized metals will not be accepted. Countertop is to be fabricated from 14-gauge stainless steel. Counter base is to be fabricated using 16-gauge stainless steel tubing. Under the shelf is to be fabricated using 16-gauge stainless steel, full length. Sound deadening mastic applied between metals. Under shelf fully welded. NSF approved and labeled.

    Acceptable unit: Atlanta Custom Fabricators; or approved equal. **Submit sample for substitute**. **Submit specifications if bidding substitute.**

13. FOOD PROCESSOR

    Description: Food processor with the following features:

    a. Compact unit designed to slice, dice, shred, grate and julienne. NSF certified.
    b. Designed for easy clean up with a removable cover, no tools required.
    c. Large feed chute to accommodate whole pieces of produce.
    d. Continuous feed.
    e. Safety switch to prevent machines from running when hopper is open.
    f. Electrical requirements: 1/2 HP motor
       120/60/1 ph

    Acceptable unit: Hobart FP100 with the accessories listed below; or approved equal. Unit to be fully assembled by vendor and demonstrated by a factory representative. **Submit specifications if bidding substitute**.

    Hobart FP 100 Accessories to be included:

    1/16, 5/32, 3/8, 7/32 slicing plates.
    3/16 shredder plate.
    3/8 dicer plate.
    Two (2) wall racks.

14. MOBILE SHELVING UNITS

Mobile shelving units with epoxy coated wire shelves and post, suitable for use in walk-in coolers and freezers. Units shall have the following:

a. Shelving units shall have four (4) shelves each and four (4) post 60-64" high.
b. All shelf units to have four (4) 5" heavy-duty polyurethane swivel casters, two (2) with locking brakes.
c. Unit to be fully assembled by vendor at time of delivery. NSF certified.
d. Supply in the following sizes:
   A. 48" wide x 18" deep – Metro Seal 3 1848NK3 (Shelving unit to include 1848NK3 shelves, 63UPK3 posts, 2 each 5MP (swivel) and 2 each 5MPB (brake) stem casters) or approved equal.

   B. 42" wide x 18" deep – Metro Seal 3 1842NK3 (Shelving unit to include 1842NK3 shelves, 63UPK3 posts, 2 each 5MP (swivel) and 2 each 5MPB (brake) stem casters) or approved equal.

   C. 36" wide x 18" deep – Metro Seal 3 1836NK3 (Shelving unit to include 1836NK3 shelves, 63UPK3 posts, 2 each 5MP (swivel) and 2 each 5MPB (brake) stem casters) or approved equal.

Acceptable unit: Metro Seal 3; or approved equal. **Submit specifications if bidding substitute.**

15. WORKTABLE, PORTABLE

a. Table to be NSF certified.
b. 14/300 series stainless steel top, 24" x 48" x 36.13" high, with rolled edge on the front and rear.
c. Adjustable 18/300 series stainless steel undershelf with marine edge.
d. Uni-Lok gusset system. Undershelf to have straight turn down on all sides.
e. 4 – Stainless steel legs & adjustable bullet feet.
f. 4 - CAHW4-SB-5" casters, 2 swivel and 2 swivel/ with brakes. 250 pounds capacity per caster. NSF certified.
g. 1 - 502972 Spec Master Heavy Duty Drawer Assembly. 20" x 15" x 5", 304 type stainless steel, insulated drawer front, removable drawer pans, self-closing drawer slides, stackable, hemmed safety pull handle (table must be drilled for mounting).

Acceptable unit: Eagle Group Model T2448SE; or approved equal. **Submit specifications if bidding substitute.**

16. MILK COOLERS

Description: Milk coolers, twin line design with all standard features and the following:

a. Double drop, front (twin line) design. NSF certified.
b. Cabinet exterior to be 22-gauge stainless steel.
c. Cabinet interior to be 22-gauge stainless steel.
d. Insulation to be a minimum of 2" high density foamed in place non-CFC polyurethane.
e. Non-corrosive, heavy duty, epoxy-coated steel wire floor racks.
f. Snap-in lids and door gaskets. Door cylinder security locks.
g. Bottom-mounted compressor, easily serviceable. R-404A refrigerant. Cold wall, performance rated refrigeration system.
h. Unit shall be equipped with a floor drain. Electronic controller with digital display and hi-low alarm.
i. Casters to be heavy duty 5" in diameter with brakes on the front.
j. Wrap around bumpers.

A. 34" Milk Cooler; **Acceptable unit**: Continental MC3NSSDCW; or approved equal. **Submit specifications if bidding substitute.**
B. 49" Milk Cooler; **Acceptable unit**: Continental MC4NSSDCW; or approved equal. **Submit specifications if bidding substitute.**
C. 58" Milk Cooler; **Acceptable unit**: Continental MC5NSSDCW; or approved equal. **Submit specifications if bidding substitute.**

17. CAN RACK

Description: Can rack with all standard features and the following:

a. Welded aluminum tubing construction with horizontal tie bars. NSF certified.
b. Rack shall have a capacity of one hundred sixty-two (162) #10 cans (27 cases).
c. Rack shall be equipped with 6" plate casters; 2 swivel with brakes and 2 rigid. NSF listed.

Acceptable unit: New Age 1250CK; or approved equal. **Submit specifications if bidding substitute**.
(Kelmax #CSR-162M – Not acceptable)

18. FOOD SLICER

Description: Food slicer with all standard features and the following:

a. Zero knife exposure.
b. Knife, 13" 304L stainless steel.
c. Variable 4 speed automatic carriage with front mounted controls.
d. Lifetime warranty sharpener.
e. 120/60/1ph @ 1/2 HP. NSF certified.
f. Non-removable knife feature.

Acceptable unit: Hobart Model HS9N-1; or approved equal. Unit to be fully assembled by vendor and demonstrated by a factory representative. **Submit specifications if bidding substitute.**

19. HOLDING CABINET

Description: Insulated holding cabinet (full-size), Portable

a. Constructed of high strength aluminum with an aluminum interior.
b. Insulation to be 3/4" fiberglass and polystrene.
c. Self-closing insulated dutch doors to be field reversible.
d. Thermostatec controlled element and blower.
e. Cord to be a minimum of 6' long equipped with a NEAM 5-20p plug.
f. Extruded aluminum slides with 1-1/2" spacing.
g. Casters to be 5" in diameter equipped with front brakes
h. Adjustable temperature with an operating range up to 200-degree F.
i. UL and NSF listed
j. Electrical requirements: 120/60/1 phase
2000 watts
16 amps

Acceptable unit: Metro Model C569-SDS-L; or approved equal. **Submit specifications if bidding substitute.**

20. BEVERAGE UTILITY COUNTER

A. (4' long x 36" wide x 35-1/2" high) HB-SS-364; or approved equal.
B. (5' long x 36" wide x 35-1/2" high) HB-SS-365; or approved equal.

Description: Beverage Utility unit body interior to be 18-gauge stainless steel lined with horizontal and vertical corners coved. Front of unit to be supplied with two hinged stainless steel doors to open from center.

The following shall be supplied with unit:

1. Top to be one-piece 14-gauge stainless steel construction with 1-5/8" rolled rim on the front and a square bend edge on the ends and rear, corners to be fully welded ground and polished. Top overhang shall not exceed 2" to body on all sides.
2. Top to be equipped with TA-64 louvered drain trough down entire length of front and sloped toward left end. Trough to be equipped with one-inch brass drain on lower end.
3. Top to have one (1) (approximately 2 ½") access holes TA-108 on side opposite drain trough and be designed to accommodate hoses from ice dispensers. Hole should be located approximately 4" from back edge and 10" from left end.
4. Top to have a #4 satin finish with edges having a Hi-Lite TA-106 finish that is standard with the industry.
5. Body to be plastic laminated steel with stainless steel trim TAB-X.
6. Interior bottom shelf to accommodate drain buckets for ice dispensers and drain trough.
7. Unit to be equipped with stainless steel adjustable bullet type legs.
8. Color to be selected by individual school when ordering.

Acceptable unit: Advance Tabco HB-SS Series; or approved equal. **Submit specifications if bidding substitute.**

21. FOOD CUTTER

Description: Food cutter with all the standard features and the following:

a. 1 H.P. heavy duty motor.
b. Base: One-piece burnished aluminum casting with plated steel bottom cover.
c. Bowl: 18" inside diameter, stainless steel, rotates at 20 rpm.
d. Bowl cover: One-piece burnished aluminum casting. Removable without tools.
e. Knives: Blades are a cutlery grade stainless steel that are secured to a hub that is removable. Stainless steel included with knife comb.
f. Switch: On/off switch is mechanically interlocked with bowl cover.
g. 6-foot flexible cord with plug per NEMA configuration.
h. 3" stainless steel legs with rubber feet.
i. NSF and UL listed.
j. Electrical requirements: 115/60/1
k. **No Attachment Hub**

Acceptable unit: Hobart Food Cutter 84186-2; or approved equal. **Submit specifications if bidding substitute.**

22. FRUIT SECTIONIZER

Description: Cuts citrus fruit into wedges, slices or halves, and can core apples. Items # 22, 23 & 24 will be awarded to the same manufacturer and the same vendor to insure compatibility.

a. 6 wedge evenly spaced blade.
b. Dishwasher safe blade cups and plungers.
c. ABS plastic. NSF approved.
d. Includes one blade cup, and standard #S-9 plunger.

Acceptable unit: Sunkist Sectionizer #S-102; or approved equal. **Submit specifications if bidding substitutes.**

23. REPLACEMENT BLADES FOR FRUIT SECTIONIZER

Description: Individual replacement blades for fruit sectionizer. Items #22, 23 & 24 will be awarded to the same manufacturer and the same vendor to ensure compatibility.

a. 6 wedge evenly spaced blades. **Acceptable unit**: Sunkist Blade Cup #S-3B; or approved equal.
b. 4 wedge evenly spaced blades. **Acceptable unit**: Sunkist Blade Cup #S-5B; or approved equal.
c. 6 slices 5/16" thick evenly spaced blades. **Acceptable unit**: Sunkist Blade Cup #S-4B; or approved equal.
d. 8 wedge evenly spaced blades. **Acceptable unit**: Sunkist Blade Cup #S-29B; or approved equal.
e. The Apple model with 6 evenly spaced and cut wedges with center core removed. Acceptable unit: Sunkist Blade Cup #S-32B; or approved equal.
f. Single evenly spaced blade. **Acceptable unit**: Sunkist Blade Cup #S-35B; or approved equal.

Submit specifications if bidding substitutes.

24. PLUNGER AND BLADE SET FOR FRUIT SECTIONIZER

Description: Set to include blade and plunger required for the sizes listed below: Items 22, 23 & 24 will be awarded to the same manufacturer and the same vendor to ensure compatibility.

a. 6 slices 5/16" thick evenly spaced blades and #S-10 plunger. **Acceptable unit**: Sunkist Blade Cup #S-4B and Sunkist Plunger #S-10; or approved equal.
b. Apple model blade with 6 evenly spaced and cut wedges with center core removed and #S-33 plunger. **Acceptable unit**: Sunkist Blade Cup #S-32B and Sunkist Plunger #S-33; or approved equal.

Submit specifications if bidding substitutes.

25. BOOSTER HEATER FOR DISH MACHINES

a. Unit to be electric
b. Built-in controls and prewired in accordance with UL #1453 and 422.11 NEL 2002
c. Surface mounting circuit breaker or fused disconnect switch
d. Electric heating elements must be metal sheathed
e. High temperature limit switch (ECO) and low-water cut-off
f. Stainless steel front
g. Temperature/pressure relief valve, high-temperature pressure reducing valve with bypass
h. Two (2) indicating temperature/pressure gauges
i. Ten (10) year limited warranty on tank
j. NSF certified
k. Must be front accessible for service and installation
l. Pilot indicator light
m. 208V, 3 phase
n. Standard 6" legs

Acceptable unit: Hatco Imperial S-15 208V, 3 phase; or approved equal. **Submit specifications if bidding substitute.**

26. BOOSTER HEATER FOR DISH MACHINES

a. Unit to be electric
b. Built-in controls and prewired in accordance with UL #1453 and 422.11 NEL 2002
c. Surface mounting circuit breaker or fused disconnect switch
d. Electric heating elements must be metal sheathed
e. High temperature limit switch (ECO) and low-water cut-off
f. Stainless steel front
g. Temperature/pressure relief valve, high-temperature pressure reducing valve with bypass
h. Two (2) indicating temperature/pressure gauges
i. Ten (10) year limited warranty on tank
j. NSF certified
k. Must be front accessible for service and installation
l. Pilot indicator light
m. 240V, 3 phase
n. Standard 6" legs

Acceptable unit: Hatco Imperial S-15 240V, 3 phase; or approved equal. **Submit specifications if bidding substitute.**

27. BOOSTER HEATER FOR DISH MACHINES

a. Unit to be electric
b. Built-in controls and prewired in accordance with UL #1453 and 422.11 NEL 2002
c. Surface mounting circuit breaker or fused disconnect switch
d. Electric heating elements must be metal sheathed
e. High temperature limit switch (ECO) and low-water cut-off
f. Stainless steel front
g. Temperature/pressure relief valve, high-temperature pressure reducing valve with bypass
h. Two (2) indicating temperature/pressure gauges
i. Ten (10) year limited warranty on tank
j. NSF certified
k. Must be front accessible for service and installation
l. Pilot indicator light
m. 480V, 3 phase
n. Standard 6" legs

Acceptable unit: Hatco Imperial S-15 480V, 3 phase; or approved equal. **Submit specifications if bidding substitute.**

28. PASS-THRU MERCHANDISER WITH SLIDING GLASS DOORS – NON-INSTALLED

a. Exterior: Durable and permanent non-peel or chip, black laminated vinyl
b. Interior: White aluminum interior liner with stainless steel floor
c. Self closing doors
d. Low-E double pane thermal insulated glass doors with mitered plastic channel frames
e. Entire cabinet structure is foamed in place with a high-density polyurethane insulation that has zero ozone depletion.
f. 4" diameter casters with 2 locking brakes, PART #832077
g. 5 adjustable heavy duty PVC coated wire shelves and 4 chrome plated shelf clips for each shelf.
h. Sealed, cast iron, self-lubricating evaporator fan motors
i. Bottom mounted condensing unit
j. NSF – 7 certified for pre-packaged foods
k. Warranty – Three (3) year warranty on all parts and labor and an additional two (2) year warranty on compressor for a total of five (5) years on the compressor.

Acceptable unit: True GDM-33CPT-54-LD WITH PART #830277(4" casters with two locking brakes); or approved equal. **Submit specifications if bidding substitute.**

29. MILK COOLER, SINGLE DOOR

Description: Single sided door
a. Stainless steel exterior and interior
b. Top mounted removable refrigeration system
c. Forced air refrigeration system
d. Sliding lift doors up and down
e. Reinforced cabinet exterior bottom
f. Heavy duty dunnage racks protect cabinets and promote airflow
g. Lockable insulated doors
h. Metal door handles
i. Magnetic snap-in EZ clean door gaskets
j. 8' cord and plug attached
k. Set of (4) 6" adjustable casters
l. Warranty – Three-year parts and labor warranty. Five-year compressor parts warranty.

A. 34" Cooler – **Acceptable unit**: Traulsen RMC34S6; or approved equal. **Submit specifications if bidding substitute.**

B. 49" Cooler – **Acceptable unit**: Traulsen RMC49S6; or approved equal. **Submit specifications if bidding substitute.**

C. 58" Cooler – **Acceptable unit**: Traulsen RMC58S6; or approved equal. **Submit specifications if bidding substitute.**

30. MILK COOLER, DOUBLE DOOR

Description: Double sided doors
a. Stainless steel exterior and interior
b. Top mounted removable refrigeration system
c. Forced air refrigeration system
d. Sliding lift up and down door(s)
e. Reinforced cabinet exterior bottom
f. Heavy duty dunnage racks protect cabinets and promote airflow
g. Lockable insulated doors
h. Metal door handles
i. Magnetic snap-in EZ clean door gaskets
j. 8' cord and plug attached
k. Set of (4) 6" adjustable casters
l. Warranty – Three-year parts and labor warranty. Five-year compressor parts warranty.

A. 34" Cooler – **Acceptable unit**: Traulsen RMC34D6; or approved equal. **Submit specifications if bidding substitute.**

B. 49" Cooler – **Acceptable unit**: Traulsen RMC49D6; or approved equal. **Submit specifications if bidding substitute.**

C. 58" Cooler – **Acceptable unit**: Traulsen RMC58D6; or approved equal. **Submit specifications if bidding substitute.**

31. **DISPOSER, FOODWASTE**

Description: 2 hp totally enclosed
Built-in manual reset thermal overload protection
Corrosion resistant body
Water cooled motor
Quiet operation
Tapered roller bearing (top), sealed ball (bottom)
Teflon lip water seal
Dual direction grinding
Paint free housing
Rotor: 8-inch diameter with 4 cutter bars, hardened carbide alloy
Shredder: 8-inch diameter, hardened carbide alloy

A. 115V, 1 phase – **Acceptable unit**: Salvajor 200; or approved equal. **Submit specifications if bidding a substitute.**

B. 208V, 1 phase – **Acceptable unit**: Salvajor 200; or approved equal. **Submit specifications if bidding a substitute.**

C. 230V, 1 phase – **Acceptable unit**: Salvajor 200; or approved equal. **Submit specifications if bidding a substitute.**

D. 208V, 3 phase – **Acceptable unit**: Salvajor 200; or approved equal. **Submit specifications if bidding a substitute.**

E. 230V, 3 phase – **Acceptable unit**: Salvajor 200; or approved equal. **Submit specifications if bidding a substitute.**

F. 460V, 3 phase – **Acceptable unit**: Salvajor 200; or approved equal. **Submit specifications if bidding a substitute.**

32. **DISPOSER, FOODWASTE**

Description: 3 hp totally enclosed
Built-in manual reset thermal overload protection
Corrosion resistant body
Water cooled motor
Extra-large waste mixing chamber
Quiet operation
Tapered roller bearing (top), sealed ball (bottom)
Teflon lip water seal
Dual direction grinding
Paint free housing
Rotor: 8-inch diameter with 4 cutter bars, hardened carbide alloy
Shredder: 8-inch diameter, hardened carbide alloy

A. 208v, 3 phase – **Acceptable unit:** Salvajor 300; or approved equal. **Submit specifications if bidding a substitute**.

B. 230V, 3 phase – **Acceptable unit:** Salvajor 300; or approved equal. **Submit specifications if bidding a substitute**.

C. 460V, 3 phase – **Acceptable unit:** Salvajor 300; or approved equal. **Submit specifications if bidding a substitute**.

33. **DISPOSER, FOODWASTE**

Description: Manual reset thermal overload protection
Permanently lubricated ball bearing for upper and lower shaft support
Heavy ductile iron upper housing
Dual directional grinding
Reduced vibration and noise transmission
Stainless steel tubular legs with flanged feet, adjustable to 1" in either direction
Shredder ring: Heat treated cast ductile iron, 1 3/8" high, 40 grinding teeth
Flywheel: Two hardened ductile iron cutter blocks, replaceable, 8" diameter hardened cast ductile iron
60 Hz

A. 1 ½ hp, 1 phase – **Acceptable unit**: Hobart FD4/150; or approved equal. **Submit specifications if bidding a substitute**.
B. 1 ½ hp, 3 phase – **Acceptable unit**: Hobart FD4/150; or approved equal. **Submit specifications if bidding a substitute**.
C. 2 hp, 1 phase – **Acceptable unit**: Hobart FD4/200; or approved equal. **Submit specifications if bidding a substitute**.
D. 2 hp, 3 phase – **Acceptable unit**: Hobart FD4/200; or approved equal. **Submit specifications if bidding a substitute**.
E. 3 hp, 3 phase – **Acceptable unit**: Hobart FD4/300; or approved equal. **Submit specifications if bidding a substitute**.

34. **RACK, BUN PAN**

Description: Heavy duty design. Uprights constructed out of 1 ½" x 1 13/4" x .070" wall D-tube. Angle runners constructed out of 1 ¼" x 2" x .100" wall angle. Base constructed out of 1 ½" x 1 ½" x .070" wall tubing.
Four (4) 6" x 2" platform type swivel casters. Lifetime guarantee against rust, corrosion, workmanship and material defects.
Size: 21 3/8" W x 73" H x 26" D
Runner Spacing: 2"
Pan Capacity: 20
NSF certified.

Acceptable unit: New Age 4331; or approved equal.

35. **SLICER, TOMATO**

Description: Compact and portable. Cast-aluminum and stainless steel construction. Razor sharp 301 stainless steel blades. 3/16" slice. Polyethylene slide board. Protective guards. Rubber feet and table. NSF certified.

Acceptable unit: Nemco 55600-1; or approved equal.

36. **BLADE ASSEMBLY, SLICER, TOMATO**

Description: 3/16" Blade assembly. Must be compatible with item #35.

Acceptable unit: Nemco 466-1; or approved equal.

Mobile County School Board Accounts Payable Department

What is a Virtual Credit Card?

The District has adopted the use of a VISA Virtual Credit Card powered by AOC/Regions Bank. AOC receives invoice and purchase order details from Accounts Payable and assigns a one-time use credit card number.

The VISA Virtual Credit Card allows the District to pay vendors via a credit card and turn around a vendor payment in a shorter time frame than the current paper check you now receive.

How Does Virtual Credit Card Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Account Payable Department according to the current process.
- When Accounts Payable has authorization of a match (purchase order and invoice) and the invoice(s) are due for payment according to your current payment terms with the District the payment process begins.
- The vendor then receives an email notification of the payment from the District
- The vendor then logs into a secure site from the email received and puts in the assigned PIN number. Each payment notification will include the card number, expiration date, security code, payment amount and invoice and/or PO numbers.
- Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the card as authorized in the email, the virtual card will no longer be available for charges. When the next payment is provided the vendor will receive a new card number, security code and expiration date with invoice amount and/or PO number.

What are the Benefits to using the VISA Virtual Card?

- Receive payments 7 -10 days sooner; resulting in a quicker cash flow for day to day operations or investments.
- Reduce the cost of paper processing and employee time spent on preparing and making bank deposits.
- Void the risk of lost or stolen checks
- Quickly reduce outstanding accounts receivable balances.

How do I Participate in the VISA Virtual Card Program?

Simply contact the Mobile County School Board Accounts Payable Department at (251)221-4437 and request to be enrolled in the VISA Virtual Card Program through AOC/Regions Bank.

AOC/Regions Bank

VISA Virtual Card Vendor Enrollment Data Elements

1. Vendor Number (Internal Use Only- MCPSS)
2. Vendor Name
3. Vendor Address
4. Accounts Receivable Contact Name
5. Accounts Receivable Contact Email
6. Accounts Receivable Contact Phone Number

Vendor please provide and complete below:

Vendor Name

_____

Vendor Address

_____

Vendor A/R Contact Name

_____

Vendor A/R Email Address

_____

Vendor A/R Phone Number

_____

If you have any questions please contact Chuck Harben in Accounts Payable 251-221-4437 or email charben@mcpss.com.

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST:
AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

Vendor Information

Name: _____

Address: _____
Street Address *Suite/Unit #*

_____
City *State* *ZIP Code*

Phone: ( ) _____ Alternate Phone: ( ) _____

Please Read the attached Immigration Notice and Select one (1) of the Following:

☐ The Alabama Immigration Law **DOES NOT** apply to the above named company. Please explain:

_____

_____

☐ The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with Mobile County School System

☐ The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE** DOCUMENTS are ATTACHED with the Bid Response

The documents are available at www.mcpss.com/immigrataion and www.dhs.gov/e-verify

_____

Employee Signature *Date*

AMERICAN COMMODITY DISTRIBUTION ASSOCIATION
Agriculture • Industry • Government • Community
Working Together to Nourish the Nation

American Commodity Distribution Association
P.O. Box 841
Pensacola, FL 32591

CHILD NUTRITION PROGRAMS
REQUIRED FEDERAL PROVISIONS

Disclaimer: This is a living document and is subject to revision. This is merely a guidance document and does not necessarily contain every requirement that pertains to a contract; ACDA accepts no liability for any of its contents. This document was created with input from the ACDA Education Committee, State Agencies, Recipient Agencies, and the Urban School Food Alliance.

In addition to other contracts provisions required by the program regulations for the Federal award, all contracts made by a non–Federal entity under a Federal award must contain provisions set forth in 2 CFR 200.318 -.326 and 2 CFR 200 Appendix II., **as applicable**. Please note, however, that not all of these provisions must be included in every contract awarded by a program operator. If you are unsure whether you will need to include a specific Federal provision in your contract, please consult with your State Agency or an Attorney. There may be additional State or local requirements required, please consult with your State Agency. Program operators always need to follow the strictest of Federal, State, or local requirements.

Below are the required Federal Provisions listed in 2 CFR 200 Appendix II that may pertain to your contract:

- **REMEDIES:** If the contract is for more than the simplified acquisition threshold currently set at **$250,000**, your contract must include a clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

- **TERMINATION:** If the contract is in excess of **$10,000**, your contract must contain a clause that addresses termination for cause and for convenience by the school district including the manner by which it will be effected and the basis for settlement. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.

- **EQUAL EMPLOYMENT OPPORTUNITY**: This clause would be required only for contracts that meet the definition of "federally assisted **construction** contract." You should consult with the State agency or an attorney to determine whether this clause should be included.

- **DAVIS–BACON ACT CLAUSE**: This clause would be required only for prime **construction** contracts in excess of **$2,000** awarded by non–Federal entities. You should consult with the State agency or an attorney to determine whether this clause should be included.

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLAUSE**: This clause would be required only for contracts awarded by the non–Federal entity in excess of $100,000 that involve the **employment of mechanics or laborers**. You should consult with your State agency or an attorney to determine whether this clause should be included.

- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**: This clause is only necessary when the award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the school food authority wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. A food service department generally does not award contracts of this nature. You should consult with your State agency or an attorney to determine whether this clause should be included.

- **CLEAN AIR / CLEAN WATER:** For contracts and sub grants of amounts in excess of **$150,000**, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

  Neither the State agency nor the USDA prescribes the form or content of these clauses. The following are suggestions of clauses that can be used:

  - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
  - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

- **SUSPENSION AND DEBARMENT:** The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

  The entity can verify the vendor is not debarred or suspended using the SAM system: https://www.sam.gov/SAM/pages/public/index.jsf

  While there is not a specific form, the following is suggested language that can be used:

  By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

  The certification in this clause is a material representation of fact relied upon by {**insert name of school district**}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {**insert name of school district**}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- **LOBBYING:** Contractors that apply or bid for an award exceeding **$100,000** must file the required certification pursuant to Byrd Anti–Lobbying Amendment (31 U.S.C. 1352).

  Neither the State agency nor USDA prescribes the form or content of these clauses. The following is a

suggestion of clause that can be used:

The Contractor will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. 1352) and certifies to the tier above that it will not and has not used Federal appropriated funds to pay an person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by U.S.C 1352. If applicable, contractor will complete the disclosure of lobbying with non-Federal funds using Lobbying Activities Form (Form SF-LLL) and submit to {insert name of contracting entity} annually.

Below are the required Federal Provisions listed in 2 CFR 200.318 – 200.326 that may pertain to your contract:

- **COOPERATIVE AGREEMENTS AKA PIGGYBACKING ((ONLY IF ALLOWING) 2 CFR 200.318):** To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

  While there are no specific Federal requirements for language to be included, USDA memo SP 02-2016 and SP 05-2017 includes the requirements that must be in original solicitation and resulting contract.

- **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR 200.321):** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Many states have websites that includes resources to find these vendors, as well as the links below.

  While there are no specific Federal requirements for language to be included, the following excerpt from 2 CFR 200.321 summarizes the process:

  Affirmative steps must include:
  (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

- **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322):** This provision only applies to a non–Federal entity that is a **state agency** or **agency of a political subdivision of a state** and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. You should consult with your State agency or an attorney to determine whether this clause applies to you and your contractors.

ADDITIONAL CONTRACT PROVISIONS REQUIRED BY THE FEDERAL AGENCY (USDA) FOR NSLP, SBP, AND FOOD DISTRIBUTION CONTRACTS

Please remember that Program Operators must also include additional required contract provisions identified in the program regulations for the Federal award (7 CFR 210, 250, etc.).

- **BUY AMERICAN PROVISION**: The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

  The following clause language is suggested, but not mandatory:
  - "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
  - "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
  - Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
  - The Buy American provision (7 CFR Part 210.21(d), 7 CFR 220.16(d), 7 CFR 250.23) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
  - Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
  - Farmed fish must be harvested within the United States or any territory or possession of the United States. Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel (section 4207 of the Agriculture Improvement Act of 2018).
  - Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
    - the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
    - competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
  - All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
  - Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
  - Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this Federal rule.

- **GEOGRAPHIC PREFERENCE (OPTIONAL):** A school food authority participating in the NSLP may apply a geographic preference when procuring **unprocessed** locally grown or locally raised agricultural products. School food authorities have the discretion to determine the local area to which the geographic preference option will be applied. Other types of geographic or local preference are prohibited when using Federal Child Nutrition Program funds.

  While the State Agency and USDA does not have specific language around this provision, USDA has numerous guidance documents and examples on the USDA Geographic Preference tip sheet.

- **COST REIMBURSABLE CONTRACTS (ONLY IF USING)**: The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.
  - The contract language provided below is mandatory (7 CFR 210.21(f), 7 CFR 220.16(e), and 7 CFR 250.53).
    - Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
    - The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
  - or
    - The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
    - The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
    - The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
    - The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
    - The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
    - Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

- **DURATION OF CONTRACT (FSMC SPECIFIC):** This requirement is for all school food authority's that enter into a contract with a Food Service Management Company.

- (7 CFR 210.16 (d)) Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

- **RECALL CONTACTS (USDA FOODS PROCESSING SPECIFIC):** The following two provisions must be included in all bids/responses for USDA Foods Processing (Responding to a Food Recall – Procedures for Recalls of USDA Foods).
  - A provision for information for processor food recall procedures.
  - Contact information for a point and backup person for handling food recalls.

- **USDA NONDISCRIMINATION STATEMENT:** All publications that mention USDA Child Nutrition Programs must include the following revised nondiscrimination statement. This includes solicitation and bid documents.
  - In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
  - Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
  - To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
  - (1) mail: U.S. Department of Agriculture
    Office of the Assistant Secretary for Civil Rights
    1400 Independence Avenue, SW
    Washington, D.C. 20250-9410;
    (2) Fax: (202) 690-7442; or
    (3) Email: program.intake@usda.gov.

    This institution is an equal opportunity provider

USDA Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1.mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2.fax:
(833) 256-1665 or (202) 690-7442; or
3.email:
Program.Intake@usda.gov

This institution is an equal opportunity provider.

FIXED ASSET DEPARTMENT
TRANSFER / PICK-UP FORM

SCHOOL/SITE PICKED UP FROM: _____

SCHOOL/SITE TRANSFERRED TO: _____

INSTRUCTIONS: _____

ITEM	ASSET	SERIAL		WORN			
DESCRIPTION	NUMBER	NUMBER	QTY	OUT	SALVAGE	TRANSFER	COMMENTS

RELEASED BY: _____ DATE _____

RECEIVED BY: _____ DATE _____

PICKED-UP BY: _____

VENDOR REMOVAL OF EXISTING CNP EQUIPMENT

DATE _____ SCHOOL _____

VENDOR _____ BID NO. 25-57 Cafeteria Eq. Non-Installed

Description of CNP Equipment Item(s) removed and delivered to Mobile County School Board Warehouse:

	ITEM	PROPERTY #
1.		
2.		
3.		
4.		
5.		

Released by: _____ Date: _____
(Principal)

Delivered by: _____ Date: _____
(Delivery Person)

Received by: _____ Date: _____
(Receiving Person)

Distribution: Vendor – Original
Warehouse – Copy
CNP Supervisor – Copy
Maintenance Dept. - Copy

BACKGROUND CLEARANCES

For MCPSS Contractors and Third-Party Agents

Contractors and other Third-Party Agents who provide personnel support and services to Mobile County Public Schools are required to have that personnel submit fingerprints for a criminal history background check through the Alabama State Department of Education. This background check is required for all personnel and service providers who may have the opportunity for unsupervised access to MCPSS students.

Items Needed:

- A computer, tablet, or smartphone with internet access
- A valid email account
- Established AIM account
- ALSDE ID#
- Fee of $44.95 paid by debit card, credit card, or PayPal account (prepaid debit card or credit cards are acceptable)
- Ability to provide commonly known personal information (SSN, DOB, DL#, Height, Weight, etc.)

Steps in the Process (must be completed in the following order):

Step 1: Create an AIM Account

- Copy and paste the link below in your web browser for instructions on creating an AIM account.

  https://content.myconnectsuite.com/api/documents/71ce52e65b444567a742cc3425f2f972

- Creating an AIM account Video Tutorial: https://youtu.be/OGliSwfnWrM
- **Important:** Be sure to make note of your **ALSDE ID#** upon completion of this step.

Step 2: Complete Background Check Registration in AIM

- Copy and paste the link below in your web browser for written instructions on Step 2- Step 4

  https://content.myconnectsuite.com/api/documents/6bdd68a8e6684959a7266617c4373119

- Registering with Fieldprint Video Tutorial: https://youtu.be/XviAd6avZH0
- **Important:** Select Mobile County Public Schools as the institution you are seeking employment with.
- **RSA ID #**– You can select "No" and "Continue" to skip this section if you do not have an RSA ID#.

Step 3: Create Fieldprint Account

Step 4: Complete authorization forms, schedule appointment, and fee payment

Step 5: Report for fingerprint appointment

- Report to your selected location at the specified time to complete the fingerprint scan.

VENDOR INSURANCE REQUIREMENTS

The vendor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required by law and under the terms of the bid specifications. The vendor shall procure, prior to bid award and maintain for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the vendor, his agents, representatives, employees, or sub-contractors. Failure to provide insurance requirements as specified in "Instructions to Bidders" and Bid Specifications may be considered as being non-responsive to bid. Vendor shall submit to the Mobile County Public Schools, their Certificate of Insurance **five days prior to award or earlier**.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after approval from the Procurement Director.

Commercial General Liability:

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness, disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

4. **Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. LIMITS OF INSURANCE:

1. **General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury
$1,000,000	Each Occurrence
$1,000,000	Fire Damage (when applicable)

2. **Automobile Liability:**

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. **Workers' Compensation:**

As Required by the State of Alabama Statute

4. **Employers Liability:**

$100,000 Bodily Injury by Accident or Disease
$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The Purchasing Director is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Mobile County Schools' best interest. If the insurance requirements are not adjusted by the Purchasing Director prior to the Mobile County Schools' release of bid specifications, then the limits stated herein shall apply.

1. **General Liability and Automobile Liability Coverage Only:**

   a. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

2. **All Coverage:**

   a. Vendors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Mobile County Schools. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Mobile County Schools.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+V.

E. VERIFICATION OF COVERAGE:

The Mobile County Schools shall be indicated as a Certificate Holder and the vendor shall furnish the Mobile County Schools with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be received and approved by the Mobile County Schools before contract is awarded. The Mobile County Schools reserves the right to require complete, certified copies of all required insurance policies at any time.

CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Mailing envelope has been addressed to:

Board of School Commissioners Purchasing Office P. O. Box 180069 Mobile, AL 36618	OR	Board of School Commissioners Purchasing Office 1 Magnum Pass Mobile, AL 36618

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

TO HELP REDUCE POSTAGE COSTS, AWARD NOTICES WILL ONLY BE MAILED TO SUCCESSFUL BIDDERS. THE BID RESPONSES CAN BE VIEWED ON THE WEBSITE; AFTER BOARD APPROVAL, THE OFFICIAL AWARD CAN BE VIEWED ON THE WEBSITE (ACTIVE CONTRACTS).

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Check Each Of The Following As The Necessary Action Is Completed.

- ☐ The **Invitation to Bid** sheet has been signed
- ☐ The minority questionnaire
- ☐ The variance sheet (if applicable)
- ☐ The debarment sheet
- ☐ No Bid Bond required
- ☐ Addendum (if any) has been included
- ☐ AOC Vendor Enrollment Data Sheet
- ☐ Read all bid requirements and specifications
- ☐ Alabama Immigration Law Compliance Documents
- ☐ Vendor Disclosure Statement

SPECIFICATION VARIANCE SHEET

BID ON: CAFETERIA EQUIPMENT – NON-INSTALLED – AS NEEDED UNTIL 4/30/2026

BID NO: 25-57

If bidding a substitute, bidder must identify in detail the differences on this sheet. Please include any other documents that will support your explanation. Failure to complete this document may result in rejection of bid.

ITEM #	EXPLANATION

BID ON: CAFETERIA EQUIPMENT - NON-INSTALLED - AS NEEDED UNTIL APRIL 30, 2026
BID NO: 25-57
OPENED: SEPTEMBER 10, 2025 @ 10:00 AM

ITEM NO.	DESCRIPTION	QTY	UNIT COST	MFG. & MODEL NO.	WARRANTY	DELIVERY AFTER RECPT. OF P.O.
1	Bins, Ingredient, Mobile, S/S, Piper 47-150; or approved equal.	As Needed	$			
2	Bowl W/Stand, Mobile, S/S, Bowl Vollrath 79800; Stand Vollrath 79018; or approved equal.	As Needed	$			
3	Can Opener, Electric Edlund Model 270 (115v); or approved equal.	As Needed	$			
4	Replacement Knife and Oring Kit Edlund KT2700; or approved equal. Must be compatible with item number 3.	As Needed	$			
5	Cart, Mobile, Stainless Steel (Three Shelves) Lakeside 544; or approved equal.	As Needed	$			
6	Cart, Mobile, Stainless Steel (Two Shelves) Lakeside Ergo-One 7120; or approved equal.	As Needed	$			
7	Dispenser, Ice, 45 lb. capacity. Multiplex (ServEnd) 2706334 with stainless steel exterior; or approved equal.	As Needed	$			
8	Dispenser, Tray, Mobile, S/S, Shellymatic #TT2-1014; or approved equal.	As Needed	$			
9	Rack, Pan, Aluminum, FWE OTR-UA-13; or approved equal.	As Needed	$			
10	Rack, Drying for Sheet Pans, Aluminum, New Age 95333; or approved equal.	As Needed	$			
11 A	Racks, Dunnage, Mobile 20" D x 36" L; Kelmax 4H2124; or approved equal.	As Needed	$			

ITEM NO.	DESCRIPTION	QTY	UNIT COST	MFG. & MODEL NO.	WARRANTY	DELIVERY AFTER RECPT. OF P.O.
B	20" D x 48" L; Kelmax 4H2144; or approved equal.	As Needed	$			
12	Stand, Slicer, S/S, Atlanta Custom Fabricators; or approved equal.	As Needed	$			
13	Food Processor w/accessories Hobart FP100; or approved equal.	As Needed	$			
14	Mobile Shelving Units (Epoxy Coated Wire)					
A	48" wide x 18" deep - Metro Seal 3 1848NK3 with posts & casters; or approved equal.	As Needed	$			
B	42" wide x 18" deep - Metro Seal 3 1842NK3 with posts & casters; or approved equal.	As Needed	$			
C	36" wide x 18" deep - Metro Seal 3 1836NK3 with posts & casters; or approved equal.	As Needed	$			
15	Portable Work Table (24"x48"x36.13"high), S/S, Eagle Group Model T2448SE; or approved equal.	As Needed	$			
16	Milk Cooler Continental; or approved equal.					
A	34"; Continental MC3NSSDCW; or approved equal.	As Needed	$			
B	49"; Continental MC4NSSDCW; or approved equal.	As Needed	$			
C	58"; Continental MC5NSSDCW; or approved equal.	As Needed	$			
17	Can Rack New Age 1250CK; or approved equal.	As Needed	$			
18	Food Slicer Hobart Model HS9N; or approved equal.	As Needed	$			
19	Holding Cabinet (Full-Size), Portable, Metro Model C569-SDS-L; or approved equal.	As Needed	$			

ITEM NO.	DESCRIPTION	QTY	UNIT COST	MFG. & MODEL NO.	WARRANTY	DELIVERY AFTER RECPT. OF P.O.
20	Beverage Utility Counter Advance Tabco HB-SS Series; or approved equal.					
A	4' long x 36" wide x 35-1/2" high, HB-SS-364	As Needed	$			
B	5' long x 36" wide x 35-1/2" high, HB-SS-365	As Needed	$			
21	Food Cutter (No Attachment Hub) Hobart 84186-2; or approved equal.	As Needed	$			
22	Fruit Sectionizer Sunkist #S-102; or approved equal.	As Needed	$			
23	Replacement Blades for Fruit Sectionizer Individual blades.					
a.	Sunkist #S-3B; or approved equal.	As Needed	$			
b.	Sunkist #S-5B; or approved equal.	As Needed	$			
c.	Sunkist #S-4B; or approved equal.	As Needed	$			
d.	Sunkist #S-29B; or approved equal.	As Needed	$			
e.	Sunkist #S-32B; or approved equal.	As Needed	$			
f.	Sunkist #S-35B; or approved equal.	As Needed	$			
24	Plunger and Blade Set for Fruit Sectionizer					
a.	Sunkist Blade #S-4B and Sunkist Plunger #S-10; or approved equal.	As Needed	$			
b.	Sunkist Blade #S-32B and Sunkist Plunger #S-33; or approved equal.	As Needed	$			
25	Booster Heater For Dish Machines Hatco Imperial S-15, 208V, 3 phase; or approved equal.	As Needed	$			
26	Booster Heater For Dish Machines Hatco Imperial S-15, 240V, 3 phase; or approved equal.	As Needed	$			

ITEM NO.	DESCRIPTION	QTY	UNIT COST	MFG. & MODEL NO.	WARRANTY	DELIVERY AFTER RECPT. OF P.O.
27	Booster Heater For Dish Machines Hatco Imperial S-15, 480V, 3 phase; or approved equal.	As Needed	$			
28	Pass-Thru Refrigerator with Sliding Glass Doors True model GDM-33CPT-54-LD WITH CASTER PART #830277; or approved equal.	As Needed	$			
29	Milk Cooler, Single Door Traulsen or approved equal.					
a	34" Traulsen RMC34S6; or approved equal.	As Needed	$			
b	49" Traulsen RMC49S6; or approved equal.	As Needed	$			
c	58" Traulsen RMC58S6; or approved equal.	As Needed	$			
30	Milk Cooler, Double Door Traulsen or approved equal.					
a	34" Traulsen RMC34D6; or approved equal.	As Needed	$			
b	49" Traulsen RMC49D6; or approved equal.	As Needed	$			
c	58" Traulsen RMC58D6; or approved equal.	As Needed	$			
31	Disposer, Foodwaste, 2 hp Salvajor or approved equal.					
a	115V, 1 phase, Salvajor 200; or approved equal.	As Needed	$			
b	208V, 1 phase, Salvajor 200; or approved equal.	As Needed	$			
c	230V, 1 phase, Salvajor 200; or approved equal.	As Needed	$			
d	208V, 3 phase, Salvajor 200; or approved equal.	As Needed	$			
e	230V, 3 phase, Salvajor 200; or approved equal.	As Needed	$			
f	460V, 3 phase, Salvajor 200; or approved equal.	As Needed	$			
32	Disposer, Foodwaste, 3 hp Salvajor or approved equal.					
a	208V, 3 phase, Salvajor 300; or approved equal.	As Needed	$			
b	230V, 3 phase, Salvajor 300; or approved equal.	As Needed	$			
c	460V, 3 phase, Salvajor 300; or approved equal.	As Needed	$			

ITEM NO.	DESCRIPTION	QTY	UNIT COST	MFG. & MODEL NO.	WARRANTY	DELIVERY AFTER RECPT. OF P.O.
33	Disposer, Foodwaste Hobart or approved equal. Items: a & b are 1 1/2 hp Items: a & b are 1 1/2 hp Item: e is 3 hp					
a	120V, 1 phase, Hobart FD4/150; or approved equal.	As Needed	$			
b	208V, 3 phase, Hobart FD4/150; or approved equal.	As Needed	$			
c	120V, 1 phase, Hobart FD4/200; or approved equal.	As Needed	$			
d	208V, 3 phase, Hobart FD4/200; or approved equal.	As Needed	$			
e	208V, 3 phase, Hobart FD4/300; or approved equal.	As Needed	$			
34	Rack, Bun Pan New Age 4331; or approved equal.	As Needed	$			
35	Slicer, Tomato Nemco 55600-1; or approved equal.	As Needed	$			
36	Blade Assembly, 3/16" Slicer Must be compatible with Tomato Slicer listed on #35. Nemco 466-1; or approved equal.	As Needed	$			

NOTE:
ALL BIDDERS MUST TYPE THEIR RESPONSES ON THE PRICE SHEETS. NO BIDS WILL BE CONSIDERED THAT ARE HAND WRITTEN. THE PRICE SHEETS WILL BE ON THE WEBSITE IN EXCEL FOR ALL BIDDERS TO HAVE ACCESS FOR THIS REQUIREMENT.

BIDDERS MUST LIST A CONTACT PERSONS NAME & EMAIL ADDRESS FOR CORRESPONDENCE CONCERNING THIS BID.
NAME: _____
E-MAIL ADDRESS: _____