

**Bid #BCS-2021-101**



August 10, 2021

**FINANCE DEPARTMENT  
Invitation to Bid #BCS-2021-101**

SEALED BIDS WILL BE RECEIVED BY THE FINANCE DEPARTMENT, BESSEMER CITY BOARD OF EDUCATION, 1621 5<sup>TH</sup> AVENUE NORTH, BESSEMER, ALABAMA 35020-5736 UNTIL: **Monday, September 6, 2021 @ 4:00 p.m.**

THE SEALED BIDS WILL BE OPENED AND READ PUBLICLY **TUESDAY, SEPTEMBER 7, 2021 @ 5:30 p.m. BESSEMER BOARD OF EDUCATION**

FOR PURCHASE AND DELIVERY

**Exclusive Vending & Dispensing for Bessemer City School System**

**RETURN ENTIRE COMPLETED PROPOSAL TO:** Finance Department  
**Attention: Patricia Stewart**  
Bessemer City Board of Education  
1621 5<sup>th</sup> Avenue North  
Bessemer, AL 35020

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE BIDS ARE RECEIVED IN THE FINANCE DEPARTMENT BEFORE THE SCHEDULED BID OPENING. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME, WILL NOT BE CONSIDERED. BIDDER MUST USE THIS FORM AND RETURN IN ITS ENTIRETY. *DO NOT RETURN SHEETS WHICH ARE "NO BID"*

**Outside of your bid envelope must be marked with the Bid number, date and time of bid opening, General Contractor's license number, if applicable (US MAIL, FEDERAL EXPRESS, UPS, ETC.).**

FOR FURTHER INFORMATION RELATED TO THE PRODUCTS OR PROJECT CALL:  
Patricia Stewart, Chief School Finance Officer Phone: 205-432-3029  
Terms, conditions, and criteria applicable to bids and contracts awarded pursuant thereto:

**SECTION I-GENERAL INFORMATION**

1. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods or services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of delivery (including date, point of delivery or pickup, and transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidders' ability to meet the requirements of the invitation to bid.
2. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects, be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.
3. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to Bessemer City Board of Education ("the Board") their fitness and ability to provide the product, material, or service on the terms and conditions specified. Prospective vendors shall be responsible for advising the Board of their desire to be included in invitations to bid. The Board reserves the right not to solicit, receive, or entertain bids from vendors which have not responded to previous invitations, which have not performed to the satisfaction of the Board in previous transactions, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the Board.
4. **Insurance Requirements:** Bidders or its contractor shall provide commercial general liability insurance coverage with a minimum aggregate limited of not less than one million dollars for personal injury, bodily injury or death and property damage arising out of any one occurrence. Said liability policy shall be endorsed to include the Bessemer City Board of Education as an additional insured on a primary and on – contributory basis and the insurance carrier shall provide coverage and a defense to the Board, its agents, servants, officers, board members and employees. Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverage(s) to be specified in the invitation.
5. **Advance Provisions or Samples:** The Board reserves the right to request demonstrations or samples of products or services before an award is made. The vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within one month, the Bessemer City Board of Education will dispose of the product. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.
6. **Discretion to Reject Bid:** The Board expressly reserves the right to reject all bids or parts thereof in its sole discretion.

**SECTION I-GENERAL INFORMATION (Continued)**

**Bid #BCS-2021-101**

7. **Hold Harmless:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations Company obligation under this Section shall not extend to any liability caused by the sole negligence of Bessemer Board of Education, or its employees. Before beginning work, contracting party shall file with the Board a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employers' Liability.
8. **Equivalent Bids:** Bid specifications which refer to company names, brand names or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which offer products, materials or services of equivalent (or better) utility and quality. Bids proposing an equivalent product, service or material should include a complete explanation of the nature of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. *The Board or its agents will be the sole party responsible for determining equal or better bids.*
9. **Delivery Terms:** Purchase orders will be issued as deliveries are required. No back orders will be accepted. Purchase order numbers must appear on all invoices. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery; will constitute sufficient grounds for cancellation of the order at the option of the Bessemer City Board of Education.
10. **Taxes:** The Bessemer City Board of Education is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.
11. **Bidder's Certification:** Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of Bessemer City Board of Education.

**SECTION I-GENERAL INFORMATION (Continued)**

12. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:
- A. Failure to mark envelope as required.
  - B. Failure to sign bid document on any signature line.
  - C. Failure to include requested information (example, deviations).
  - D. Excessive errors.
  - E. Failure to include bid bond (if required).
  - F. Failure to have an original signature on the bid form, a faxed copy is not acceptable.
  - G. Failure to attend the pre-bid meeting (if required).
  - H. This “Invitation” shall not be altered by bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this may result in the bid being disqualified.
  - I. Failure to provide all information requested, as requested.
13. **Reduction in Pricing:** In the event the vendor receives a reduction in cost from their supplier or manufacturer, the Bessemer City Board of Education shall receive the benefit of such a reduction on any undelivered portion of the contract.
14. **Sales and Use Tax Transactions:**  
**Direct Purchase Transactions**  
The Bessemer City Board of Education is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.
15. **Waive informality, technicality or irregularity:** Bessemer City Board of Education, or its Agent, shall have the right to waive any informality, technicality or irregularity.
16. **Termination of contract:** The Bessemer City Board of Education has the right to cancel any contract, in accordance with Procurement Contract Rules and regulations, for cause, including but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional statutory provisions by state or federal law; and (6) substantial change in the financial or economic condition of the Bessemer City Board of Education, (7) failure to resolve billing issues in a timely manner, (8) any other breach of contract. If contract is terminated the contract may be awarded to the next lowest responsible bidder.

**SECTION I-GENERAL INFORMATION (Continued)**

17. **Pricing:** Vendor agrees that Bessemer City Board of Education will be charged no more for item(s) bid than the State of Alabama or P.A.C.A. contracts. Prices must be firm for each contract period and must include transportation, handling, packaging, and any service charges. Increase in unit prices, if any, for subsequent periods shall be within the percentage of increase allowed by the "Invitation" and must be submitted thirty days prior to contract expiration date. Notification and documentation of increase shall be submitted to the Chief School Finance Officer for approval. Contract renewal/extension will constitute acceptance of price increases. No additional charges/surcharges allowed other than pricing specified within the bid document.
18. **Alternative Purchasing:** The Bessemer City Board of Education reserves the right to purchase any product identified on this bid from another valid governmental bid should the alternate bid pricing be lower than the pricing on this bid.
19. **Smoke Free Policy:** All Bessemer City Schools, facilities and offices are smoke free environments. All potential and successful bidders must abide by this policy.
20. **Deviation Disclosure:** Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in disqualification of vendor.
21. **Collusion:** The Board will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.
22. **Certificate of Eligibility:** All potential vendors must disclose eligibility to bid on project. Complete enclosed Certificate of Eligibility.
23. **Vendor Guidelines:** All vendors doing business with Bessemer City Schools are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Bessemer City Schools when returning your proposal.
24. **Compliance with Bonding Requirements:** Under the Alabama Bid Law it is at the owners' discretion whether or not to ask for bonding requirements for any contract exceeding \$10,000.00. Therefore, bidder is not required to submit bonding with their proposal.
25. **Audit:** For the purpose of verifying pricing, the successful bidder must agree to allow the Bessemer City Board of Education to audit related records with 72 hour notice.
26. **Immigration Law:** 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 there from.

## **Bid #BCS-2021-101**

### **INSURANCE:**

The successful bidder will maintain such insurance as will protect him and Bessemer City Board of Education from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and **shall include Bessemer City Board of Education as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice.** Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

### **Insurance Minimum Coverage:**

Contracting party shall file the following insurance coverage and limits of liability with Bessemer City Board of Education Superintendent's Office and Finance Department before beginning work with Bessemer City Board of Education.

#### **General Liability:**

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

#### **Automobile Liability:**

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

#### **Workers Compensation and Employers Liability:**

\$100,000 - Limit each occurrence

#### **Umbrella Coverage:**

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

The quality and grade of all products and services provided by low bidder shall meet all Local, State, and Federal requirements and inspection/building codes and test, permits, and license including, but not limited to ADEM, OSHA, Fire & Safety, EPA, American Disability Act and Health Department.

**Objective:** Exclusive vending rights are all under the umbrella of Bessemer City Board of Education.

Terms of this invitation shall not apply to Child Nutrition services/functions that are provided for under other valid bids and contracts.

**Award:** The following criteria will be used in evaluating and awarding this bid:

1. 45% on agreement to bid proposal
2. 45% on bid pricing of product
3. 10% on references

However, the award is subject to Board approval for any service agreements or additional terms and conditions. The bid is the contract, therefore, no other agreement will be signed.

**Bid #BCS-2021-101**

**Contract Period:** Three years beginning, October 1<sup>st</sup>, 2021, with an option to renew two additional years, not to exceed five years.

The pricing for concessions (category 3) must remain the same for one year with an option to increase no more than 5% annually with supporting documentation.

**Continuance of Contract:** The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow continuation of this contract, the contract shall terminate on the date when funds are no longer available.

**All products and services provided under this contract must fully comply with the policies and procedures of Bessemer City Board of Education, and the State of Alabama Department of Education Child Nutrition Division.**

**Pending Legal Actions:** Disclose all past or present legal actions or party to all legal actions involved in for this service or product. Failure of accurate disclosure may result in bidder being disqualified.

**Additional Purchases:** The Bessemer City Board of Education reserves the right to purchase this service for additional, yet unidentified schools, under the same unit pricing and specifications as outlined in this bid.

All Bidders should have verifiable projects of similar function, size and complexity. Bidder must furnish a sales/service representative to handle all details of order or subsequent service. Bidder is to provide name, address and phone number of representative who will be handling the order and any necessary service or warranty claims.

Name of Sales/Service Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

# BID QUOTE PAGE

Bessemer City Board of Education  
VENDING & DISPENSING

---

Category 1: Vending/Drink Machines \_\_\_\_\_ % Commission

Category 2: Vending/Food Machines \_\_\_\_\_ % Commission

Category 3: Concession Pricing

**Purchase Price**

20 oz. Carbonated Drinks \$ \_\_\_\_\_ per case (24)

20 oz. Isotonics \$ \_\_\_\_\_ per case (24)

12 oz. Isotonics (low calorie) \$ \_\_\_\_\_ per case (24)

20 oz. Water \$ \_\_\_\_\_ per case (24)

All bidders shall submit a complete list of beverages (carbonated and non-carbonated) provided, including pricing.

All bidders shall submit a list of sports drinks in powder form, with size, yield and their respective prices.

All Bidders shall submit a list of all products and pricing for vending machines.

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Do you accept credit card payments?  Yes  No

LOCAL CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME AND TITLE OF COMPANY OFFICIAL

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

\_\_\_\_\_  
DATE



**SCOPE OF WORK**

All vending machines shall be full service including monthly statements of proceeds and profit provided to the respective prices, per location. All machines must be stocked monthly. Some schools may require additional service, depending on the volume of sales. Awarded bidder will coordinate with the Finance Department to assure machines are full of product.

All Bidders agree that all equipment (size and type) shall be provided as requested based on mutual agreement of vender and school system.

Each Bidder shall make an appointment prior to their visit by calling the Finance Department, if a site visit is necessary.

All delivery route drivers and service technicians shall wear uniforms depicting their name and their company name. All vehicles entering school property will be identified by the Vendor's company name.

All Bidders agree that vending equipment will be added, as requested by the Board to meet future needs of each school.

All Bidders shall submit a list identifying pricing and commissions for soft drinks (type and size) for vending machines. (Quote Form)

Awarded Vendor will coordinate with outgoing vendor, to ensure that new vending machines are placed in each school within 3 days of removal of old machines.

All equipment shall be state-of-the-art and meet all local and state health code requirements. All vending equipment shall be equipped with dollar bill validators, changers, casters and lock-outs. All equipment will be posted with the Vendor's telephone number.

All Bidders agree that failure to fulfill any part of the contract will result in contract cancellation with forfeiture of all equipment listed under this agreement and located on Bessemer City Board of Education property, until new vendor replaces equipment.

Completion date for installation of equipment will be **determined after the bid award. Bessemer City Board of Education will work with the awarded company and determine each schools' needs and completion dates. Most machines and scoreboards will need to be completely installed in the winter of 2022.**

List of School Facilities with Vending/**Concessions/Scoreboards**  
(INCLUDED—CONCESSIONS/SCOREBOARDS ARE BOLD AND IN LARGER FONT)

**Bid #BCS-2021-101**

**Schools**

ABRAMS ELEMENTARY  
1200 23RD STREET NORTH  
BESSEMER 35021  
CONTACT: Anna BRASHER

GREENWOOD ELEMENTARY  
5012 ROSLYN RD  
BESSEMER 35022  
CONTACT: Jaleah BELL

HARD ELEMENTARY  
2801 ARLINGTON AVE  
BESSMER 35020  
CONTACT: Lesa RIVERS

JONESBORO ELEMENTARY  
125 OWEN AVE  
BESSEMER 35020  
CONTACT: Ernestine MCNAIR

**BESSEMER MIDDLE SCHOOL** (*OLD JESS LANIER HIGH SCHOOL*)  
100 HIGH SCHOOL DRIVE  
BESSEMER 35020  
CONTACT:

**BESSEMER CITY HIGH SCHOOL**  
4950 PREMIERE PKWY  
BESSMER 35022  
CONTACT: LaVonne HAWKINS

NEW HORIZON ALTERNATIVE SCHOOL  
1701 6TH AVE N  
BESSEMER 35020  
CONTACT: Jacqueline TOWNES

BESSEMER CITY TECH  
4940 PREMIERE PKWY  
BESSEMER 35022  
CONTACT: Sheila FULLER

**Bid #BCS-2021-101**

Please Check yes or no as it applies to indicate your agreement/compliance of the following requirements, as it applies:

- Yes  No Bidder must supply all scoreboards, as requested.
- Yes  No Bidders must maintain all machines and other equipment provided for as long as the equipment is required or bid is in effect.
- Yes  No Bidders will be able to provide 24 hour maintenance on all equipment with a 24 hour response time. Request for maintenance must be responded to locally, that is, local telephone number to call if needed.
- Yes  No Provide mobile trailers as requested for special events and football games. Trailers should be wired to provide service needed and in good repair.
- Yes  No Provide supplies as needed, such as but not limited to: cups, paper supplies, ice chests, squeeze bottles, trash barrels, menu boards, etc., per Middle and High school concessions/athletics.
- Yes  No Provide monthly billing statements showing account status.
- Yes  No Refurbish and furnish graphics on press boxes/concessions, as needed.
- Yes  No Exclusive service bid will remain in effect for four (4) years, beginning October 1<sup>st</sup>, 2021 – September 30, 2025, with an option to extend one (1) additional year. Contract will not exceed 5 years.
- Yes  No All capital type expenses (i.e. scoreboards, ice machines, coolers, etc.) must be in place by winter of 2022. Date to be determined after bid award.
- Yes  No Provide coolers for concessions, per Middle and High School, as needed.
- Yes  No Print signs for advertising events, as requested by the Board.
- Yes  No Provide at least one ice machine at each concession, per Middle and High School, if requested.
- Yes  No Provide at least one ice machine at the Central Office Building, if requested.
- Yes  No Donate a sponsorship fee of \$100,000 to meet additional needs at the schools (decided by the CSFO and Superintendent) broken in annual increments.  
2022 \$40,000  
2023 \$30,000  
2024 \$15,000  
2025 \$15,000

---

SIGNATURE OF COMPANY OFFICIAL

DATE



**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

-----  
The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for Bessemer City Board of Education. We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**DEVIATION FORM**

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications.

**ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THIS DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**Vendor Guidelines  
For Working with  
Bessemer Board of Education**

- NO weapons on school grounds.
- NO illegal substances on school grounds.
- NO smoking or vaping on school grounds.
- Face covering will be worn at all times until further notice of Superintendent
- Visible identification required at all times.
- Sign in upon arrival, sign out on departure.
- NO contact or communication with students.
- Appropriate language used at all times.
- NO cell phones/pagers occupied in classrooms.
- Contract information and bid specifications furnished to Finance Department.
- Work schedule furnished to Chief School Finance Officer, before starting job/project.
- Project completion date furnished to Chief School Finance Officer.
- Advance notice given of after hours work, including areas to which access is needed.
- All equipment and physical plant left DAILY in good working order and securely locked.
- Work debris removed DAILY by vendor.
- School equipment replaced in original location.

---

Authorized Signature

---

Date