



June 9, 2017

Invitation to Bid

Bid# 2017-11

CONCESSIONS/VENDING

Sealed bids for Concessions/Vending for Spain Park High School will be received by Mrs. Tina Hancock, Chief Financial Officer, at 2810 Metropolitan Way, Hoover, AL 35243 through 9:00 pm, Monday, June 26, 2017 at which time they will be opened and publicly read.

This cover letter, bid instructions, specifications (Attachment A), bid certifications, notary form, affidavit of Alabama Immigration Compliance, and copy of bidder's E-verify Memorandum of Understanding will comprise the total bid invitation package and should be read carefully. Each bidder should respond to all information requested. The bid certification must be signed and notarized. If the document is not submitted as requested, it may be such that we cannot classify the offer as a legitimate bid.

Bid proposals will be maintained on public record at the office of the Chief Financial Officer.

Awarding of this Bid is subject to approval by the U.S. District Court of the Board's Desegregation Student Assignment Plan. When awarded, this Bid will be awarded to the lowest responsible bidder meeting the specification. The Board reserves the right to reject any and/or all bids and to waive informalities in awarding their bid to the lowest responsible bidder. If you have any questions concerning this bid or questions regarding the specifications, please contact Tina Hancock at 205-439-1011.

Tina Hancock, Chief Financial Officer



HOOVER CITY BOARD OF EDUCATION
INVITATION TO BID
BID# 2017-11
CONCESSIONS/VENDING

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE REFERENCE. THIS DOCUMENT AND ITS ATTACHEMENTS WILL BECOME YOUR CONTRACT WITH THE HOOVER CITY BOARD OF EDUCATION IF YOU ARE THE SUCCESSFUL BIDDER.

I. GENERAL INFORMATION

- a. All bidders must use our form for submitting their bid.
- b. All bids must be sealed and marked "CONCESSIONS/VENDING" with bid number, opening time and date.
- c. Late bids will not be opened
- d. Bids will not include State Sales Tax or Federal Excise Tax
- e. Bids must be based upon the data as specified in Attachment A. Any deviations may result in the disqualification of the bid.
- f. Bids shall remain in force for 30 days after the date of the bid opening and may be accepted or rejected by Owner at any time prior to the expiration of this period.
- g. All bidders are required to submit unit prices for each item bid.
- h. All prices submitted on the proposal are to be delivered prices to the Spain Park High School.
- i. Bids shall be based on the exact schedule of materials, services, and/or equipment specified herein.
- j. Reference to manufacturers, suppliers, brands, catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met.
- k. Pictures, descriptions and specifications should accompany all bids offering brands other than those specified.

- I. Records showing successful bidder and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.

- m. The Hoover City Board of Education may not purchase on the basis of the low-bid only. Quality, conformity with specifications, past service and experience are amount the factors that may be considered in determining the responsible bidder.

II. DISQUALIFICATION OF BIDS

Bids may be disqualified before the awarding of the contract for any of the following reasons:

1. Failure to mark envelope, as required (See General Information, I-b)
2. Failure to sign and notarize the bid document
3. Failure to include requested information or other details of the bid
4. Excessive errors in calculating prices or totals
5. Failure to have an original signature on the bid form, a faxed copy is not acceptable
6. Failure to supply requested documents and assurances requested in the bid. Submission made with this documentation may be rejected.

III. METHOD OF AWARD

- a. In the event that the low bidder(s) refuse to accept the entire requirements without deviation, this bid will then be considered non-respondent. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- b. The Board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the Board.

IV. QUALITY

Hoover City Board of Education reserves the right to cancel service if the quality does not meet reasonable and prudent expectations.

V. CONTRACT

- a. The contract consists of an Invitation to Bid document with its attachments, with include specifications, bid instructions, bid certification and notary statement.
- b. This bid contract shall be in effect from the date of its execution until all responsibilities of the successful bidder (hereinafter referred to as “Contractor”) have been discharged.
- c. Contractor agrees that they will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor’s hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor’s enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its sub-Contractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees or sub-contractors in the State of Alabama, it will remove that employee or sub-contractor from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require

each of its sub-Contractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

- d. Contractor will maintain throughout the term of this contract general liability and workers compensation insurance coverage in limits not less than \$1,000,000.00 for any occurrence. Contractor shall include all sub-contractor(s) and insureds under its policies, or shall furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractor(s) shall be subject to all of the requirements stated here in. A certificate or certificates of insurance naming Hoover City Board of Education as an "Additional Insured" and in a form satisfactory to the Board is to be provided prior to the commencement of the services contemplated in this bid. All certificates of insurance shall provide thirty (30) days written notice be given to the Board before a policy(ies) of insurance is cancelled, materially changed, or not renewed.
- e. All bid submission questions relating to this request for bid should be directed to Tina Hancock, Chief Financial Officer at 439-1011.

NOTARY

In witness whereof _____ has executed this Bid Certification on the _____ day of _____, 2017, State of _____, County _____, I hereby certify that _____ whose name and signature appear on the bid document, and who is known to me, acknowledge before me this day, that being informed of the contents of this document, has executed the same voluntarily on the day that same bears date.

Given under my hand and official seal
this _____ day of _____, 2017.

My commission expires: _____

SEAL

Signature

ATTACHMENT A TO BID PROPOSAL

HOOVER CITY BOARD OF EDUCATION Bid# 2017-11 CONCESSIONS/VENDING

1.0 SCOPE OF WORK

- A. All Bidders shall submit a complete list of beverages (carbonated and non-carbonated) provided and case quantity pricing of each.
- B. All Bidders shall submit a list of sports drinks in powder form, with size, yield, and their respective prices.
- C. All vending machines shall be full service including monthly statements of proceeds and profit provided to Spain Park High School.
- D. All Bidders shall submit a list of all products for vending machines.
- E. All Bidders agree that all equipment (size and type) shall be provided as requested by Spain Park High School based on mutual agreement of vendor and school system.
- F. Each Bidder shall be responsible for surveying each school to determine proposal requirements. Each Bidder shall make an appointment prior to their visit by calling the Spain Park High School administrative office.
- G. 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.
- H. All Bidders agree that vending equipment will be added as requested by the respected Principals to meet future needs of each school.
- I. All Bidders shall submit a list identifying pricing and commissions for soft drinks (type and size) for vending machines.
- J. Awarded Vendor will coordinate with outgoing vendor to ensure that new vending machines are placed in Spain Park within 3 days of removal of old machines.
- K. 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.

- L. All Bidders shall submit a list of two (2) references. One (1) shall be a school system reference and one (1) shall be a concession reference. This is not required if a current vendor.
- M. 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 Spain Park High School property, until new vendor replaces equipment.

Bids will be awarded on the following criteria:

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

Completion date for installation of equipment will be July 28, 2017.

2.0 COMPLIANCE

Bidder shall possess all necessary licenses and permits as are required by federal, state, and/or local authorities to provide required services, including transportation services. Bidder shall be in compliance with all federal and state regulations regarding maintenance of insurance for protection of the public.

3.0 CONTRACTOR'S EMPLOYEES

A. HIRING:

1. The Contractor agrees to comply with all Federal and State laws regarding its use and employment of personnel in performing the services outlined herein. Notwithstanding the provisions of 7.0 (Assignment) of this Contract, the Contractor agrees to not knowingly employ or contract with an illegal alien to perform work under this contract or with a sub-contractor that knowingly employs or contracts with an illegal alien.
2. The Contractor agrees to exercise due diligence in assuring that only trustworthy and reliable persons employed by the Contractor are allowed to enter the Board's buildings.

B. REPLACEMENT OF PROPERTY:

In the event of theft, damage or loss of property attributable to the Contractor, his employees, sub-contractors or invitees, the Contractor agrees to replace the property and/or reimburse the Board the replacement value of the item and necessary repair.

5.0 INDEPENDENT CONTRACTOR

All persons employed by Contractor in performance of services hereunder shall be under the sole and exclusive direction and control, and for no purpose shall they be considered the employees of the Board. Contractor shall remain at all times an independent Contractor and shall be responsible for and shall promptly pay all wages, benefits, applicable insurance premiums and all federal, state and municipal taxes, chargeable or assessed with respect to its employees, including, without limitation, social security, workman's compensation, unemployment, federal and state withholding and other taxes. The Contractor shall be responsible for the withholding of all taxes and similar items on the payment of such with appropriate documentation and returns to be filed with the applicable governmental agency.

6.0 INDEMNIFICATION

- A. The Contractor shall indemnify and save harmless the Board and all its directors, officers, agents, and employees against all losses, costs, or damages (including attorney's fees and other costs of defense) and all suits or actions for, or on account of, anyone's injuries or damages in connection with performance under this Contract (whether or not negligence of any of the indemnities contributed thereto) or by, or in consequences of, anyone's negligence in connection with same, or on account of the use of any improper

or defective materials, or on account of any poor workmanship, or on account of any act of omissions or commission of the Contractor or his sub-contractor(s), agents, servants, or employees, or for any cause arising out of the performance of this Contract. The Board may, if it so desires, withhold payments due the Contractor as long as it shall be reasonably necessary to indemnify the Board hereunder.

- B. The Board shall give reasonable notice to the Contractor of any such claim, loss, action, damage, expense or other liability.

- C. The Contractor shall bear all risks of loss, damage, theft or destruction of Contractor-owned materials, equipment or supplies used in the fulfillment of the obligations of this contract.

Sealed Bids will be accepted until 9:00 am on Monday, June 26, 2017 in the Board Room at the Farr Administrative Building, 2810 Metropolitan Way, Hoover, AL 35243 at which time bids will be read publicly. All bid envelopes should clearly state on the outside the bidders company name, bid title, opening date and time.

ATTACHMENT B TO BID PROPOSAL

HOOVER CITY BOARD OF EDUCATION

Bid# 2017-11

CONCESSIONS/VENDING

MUST BE RETURNED WITH BID PRICING SHEET-FAILURE TO DO SO MAY RESULT IN REJECTION OF BID

Please circle Yes or NO as it applies:

	School/Multipurpose	Stadium
1. Bidders must supply and maintain all ice makers/ scoreboards requested. (See additional information sheet for boards)	Yes	No
2. Bidders must maintain all machines and other equipment provided for as long as the equipment is required or bid is in effect	Yes	No
3. 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 to call if needed.	Yes	No
4. Provide all mobile trailers requested for special events and football games. Trailers should be wired to provide the service needed and in good repair.	Yes	No
5. Provide all cups, paper supplies, coolers, towels, and squeeze Bottles as needed not to exceed \$3,500 per year.	Yes	No
6. Provide monthly billing statements showing account status.	Yes	No
7. Refurbish and furnish graphics on press boxes/concessions as needed.	Yes	No
8. Exclusive service bid will remain in effect for five (5) years.	Yes	No
9. All capital type expenses (i.e. scoreboards, ice machines, lighted Scorer's tables must be in place by July 28, 2017.	Yes	No

10. Provide drinks for athletes, band and cheerleaders not to exceed 700 cases per year.	Yes	No
11. Provide coolers for concessions.	Yes	No
12. Print signs for advertising events as requested by the Systems Athletic Director.	Yes	No
13. Provide supplies for special occasions not to exceed \$1000 per year.	Yes	No
14. Inventory and restock drink coolers each week during football season at Spain Park.	Yes	No

**HOOVER CITY BOARD OF EDUCATION
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 PRICING SHEET**

DRINKS	VENDING PRICES	COMMISSION
20 oz. Drinks		%
20 oz. Sports Drinks		%
20 oz. Water		%
Cans (Employee Workroom)		%
STUDENT ACCESS		
Chips		%
Crackers		%
Pastry Items		%
Candy		%
EMPLOYEE WORKROOMS		
Chips		%
Crackers		%
Pastry Items		%
Candy		%
Bag in a Box		%

HOOVER CITY BOARD OF EDUCATION

BID# 2017-11

EQUIPMENT PRICING SHEET

Please list the pricing Spain Park will be responsible for if purchasing each item

	QUANTITY	INDIVIDUAL PRICE	EXTENDED PRICE
Football Scoreboard			\$
Gym Scoreboard			\$
Baseball Scoreboard			\$
Softball Scoreboard			\$
Soccer Scoreboard			\$
Ice Machine			\$
Water Cooler			\$
Coffee Brewers			\$
Cappuccino Machine			#

THIS IS BID AND ATTACHEMENTS THERETO SERVES AS YOUR CONTRACT WITH
HOOVER CITY BOARD OF EDUCATION.