

PIKE ROAD BOARD OF EDUCATION
#18-03- BEVERAGES BID
INVITATION TO BID

Bid Opening: June 14, 2018 –9:00 A.M. **Bid Submission & Opening Location:**
Pike Road Board of Education
500 Avenue of Learning
Pike Road, AL 36064

The Pike Road Board of Education (“Board”) invites interested, licensed suppliers to submit sealed bids setting forth their prices to sell the Board “Beverages” and provide other information requested in the associated bidder information materials. PRS is seeking to award the contract to the lowest responsive and responsible bidder for a 5 Year Exclusivity of Beverages for Pike Road School Athletics Program, Events, and Child Nutrition Program (CNP) in the Pike Road Board of Education school district. Bids will be received by the Board at the above location until the time and date specified above, and then publicly opened and read as soon thereafter as practicable. Each bidder is responsible for mailing or delivering its bid so that it will be actually received by school personnel at the above address and location at or before the specified bid opening time; bids received after that time will not be considered.

Interested suppliers may obtain a copy of the associated bidder information materials at the Pike Road Board of Education website or by emailing Dustin Daehn, the CSFO for Pike Road Schools, at dustin.daehn@pikeroadschools.org. No pre-bid conference will be conducted in connection with this Bid. However, questions about this Bid, the Bid Specifications or bidder information materials may be directed to Mr. Daehn at his email address.

To be considered for the award of the Contract, interested suppliers must complete and return the Specifications Section and the Proposal Form Section, Pricing Form Section and provide other information requested in the bidder information materials. All completed responses must be legible. Also, to be considered for the award of the Contract, the Bidder’s E-Verify Memorandum of Understanding must be included with the sealed bid.

The award will be made to the lowest responsive and responsible bidder that, considering all costs and benefits to the Board associated with its purchase of these subject Beverages, it determines has submitted the bid that is most economically advantageous to the Board. Quantities provided in this Bid are the Board’s good faith estimate of the quantities it intends to purchase during the year. The Board does not represent or guarantee to the successful Bidder that it will purchase these estimated quantities in a year. The Board reserves the right to reject any or all submitted bids, and waive any informality related to the bids.

The contractor's E-Verify Memorandum of Understanding must be included with the bid.

If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) the face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

The Board will not accept bids that are late.

- 1) **EXECUTIVE OF BID:** Bid must contain an original signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. Bids will not be accepted written in pencil. All corrections made by bidder to this bid price must be initialed. The company name and F.E. I.D. number shall appear on each page of the bid as required.
- 2) **NO BID:** If not submitting a bid, respond by returning the bid and marking it NO BID. Failure to respond to a procurement solicitation without giving justifiable reason for such failure shall be cause for removal of the supplier's name from the mailing list.
- 3) **BID OPENING:** Shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.

NOTE: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of \$50.00. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

- 4) **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

- a) TAXES: Pike Road Schools (PRS) does not pay Federal Excise and Sales taxes on direct purchases of tangible Personal property or goods. Exemption number will be provided at the time of award. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of district-owned real property.
- b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- c) MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price will govern.
- d) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- e) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- f) INVOICING AND PAYMENT: The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the purchase order number. An original, detailed, invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

Pike Road City Schools has the option in place to make payments via VISA Commercial Card or ACH instead of check for purchases from this solicitation. Unless exception is noted in the bid response, the bidder, by submitting a bid agrees to accept the VISA Commercial Card or ACH as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA Commercial Card or ACH.

- g) INTEREST PENALTIES: Payment shall be made in accordance to Alabama Statutes which states the contractor's rights and Pike Road Schools' responsibilities concerning interest penalties and time limits for payment of invoices. Pike Road Schools shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the district may, in writing, authorize the contract supplier to reject and return purchase orders from PRS until such time as PRS complies. All prices submitted on this proposal are to be delivered prices.
- h) ANNUAL APPROPRIATIONS: Pike Road BOE's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

- 5) DELIVERY: Unless actual date is specified (or if specified delivery cannot be met) show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4 p.m., excluding Pike Road Schools holidays, unless otherwise agreed upon by both parties.
- 6) ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.
- 7) MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: Any Manufacturers' names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).
- 8) MEASUREMENTS: Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Pike Road Schools reserves the right to determine acceptance of item(s) as an approved equivalent.

Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon Pike Road Schools unless evidenced by a Change Notice issued and signed by Pike Road Schools.
- 9) INTERPRETATIONS/DISPUTES/TELEPHONE CALL: Any questions concerning conditions and specifications shall be directed in writing to this office prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Pike Road Board of Education in response to requests in full compliance with this provision. Any actual or prospective bidder who protests the terms, specifications and conditions of the Invitation to Bid, bid selection or contract award recommendation, shall file such protest in form of a petition. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
- 10) CONFLICT OF INTEREST: All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Pike Road Schools. Further, all bidders must

disclose the name of any PRS employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's corporation/company or any of its branches.

- 11) AWARDS: As the best interest of Pike Road Schools may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a school campus basis and/or a district wide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. No award shall be expressed or implied at the time of bid opening. A formal notification of award shall be sent to the awardee after approval of the PRS Board. All awards made as a result of this bid shall conform to applicable Alabama Statutes.
- 12) SAMPLES: Samples of items, when called for, must be furnished free of expense on, before, or after bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by Pike Road Schools.
- 13) NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by Pike Road Schools, or by others acceptable to Pike Road Schools. Should the items fail testing, Pike Road Schools may require the vendor to reimburse PRS for costs incurred by PRS in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test cost, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
 - a) The suppliers name being removed from the Pike Road City Schools Board of Education vendor mailing list.
 - b) All school departments being advised not to do business with the supplier without written approval from the Pike Road City Schools Board of education until such time as the supplier reimburses Pike Road Schools for all re-procurement and cover costs.
- 13) INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
 - a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
 - d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
- 14) **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Pike Road Board of Education, Business Manager at once, indicating in his letter the specific regulation which required an alteration. Pike Road Schools reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to Pike Road Schools.
- 15) **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed the threshold for category two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **BID IS FOR SPECIFIED QUANTITY ONLY.**
- 16) **SERVICE AND WARRANTY:** Unless otherwise specified the bidder shall define any warranty service and replacement will be provided during and subsequent to this contract. Bidder must explain on attached sheet to what extent warranty and service facilities are provided.
- 17) **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, County and Local laws, and of all ordinances, rules and regulation shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and Pike Road Schools by and through its officers, employees and authorized representatives, or any other person natural or otherwise; and lack of knowledge by a bidder shall not constitute a cognizable defense against the legal effect thereof.
- 18) **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon Pike Road Schools' alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, Pike Road Schools agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or

materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

- 19) **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
- 20) **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of Pike Road Schools, CSFO.
- 21) **LIABILITY:** The supplier shall hold and save Pike Road Schools, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
- 22) **FACILITIES:** Pike Road Schools reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
- 23) **PUBLIC PRINTING:** A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every department of Pike Road Schools shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.
 - (a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by other firms or persons.
 - (b) **PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of bid expressly so provide.
 - (c) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
 - (d) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
 - (e) **QUALITY-PERFORMANCE ANALYSIS:** The contractor on any purchase of printing in excess of the threshold for category two shall complete and forward to the Division of Purchasing the analysis form that accompanied his purchase order together with an invoice copy.
- 24) **PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening.

***NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

- 25) All bids must comply with the State Bid Law. The successful bidder may be required to furnish a performance bond.
- 26) All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than as specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted. Items furnished as a result of this bid and delivered to purchaser must meet or exceed the specifications indicated. Items not conforming to specifications may be rejected and returned at the vendor's expense.
- 27) Bidder will submit on or before the date of proposal opening, three (3) originals of the complete proposal.
- 28) No proposal may be revised unless a written modification, signed in the same manner as the proposal is actually received at the business office before proposal opening time. Proposals may be withdrawn prior to opening time by presentation of written request to withdraw, signed in the same manner as the proposal, and received at the business office prior to proposal time. All material submitted in response to this request shall become the property of the Board.
- 29) Additional copies of this bid may be obtained by submitting payment of \$25.00 (per copy) to the Business Office.

Bid Specifications

INVITATION TO BID NO: 18-03

BID TITLE: Beverage Bid #18-03 - 5 Year Exclusivity of Beverages for Pike Road School Athletics Program and Events

OPENING DATE: June 14, 2018 TIME: 9:00 A.M.

PURPOSE: This bid solicitation is to furnish 5 Year Exclusivity of Beverages for Pike Road School Athletics Program, Events and Child Nutrition Program (CNP).

1. AWARD

Award will be made on a district wide level. Items may be purchased by individual location of bid request or by overall lowest bidder for all locations. PRS reserves the right to award this bid to the lowest responsible and reasonable bidder that is in the best interest of PRS.

2. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposals for any such errors and state the discount(s) in the proposal where applicable. Failure to do so will be at the bidder's risk.

3. CONTRACT PERIOD

PRS is seeking to award the contract to the lowest and best bid for 5 Year Exclusivity of Beverages for Pike Road School Athletics Program, Events, and Child Nutrition Program (CNP) in the Pike Road Board of Education District. The effective start date of this agreement will be July 1, 2018 and the effective end date will be June 30, 2023.

4. CANCELLATION

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the performance standards.

PRS or the awarded bidder may terminate this agreement for any reason after giving ninety (90) days' written notice specifying the effective date thereof to the other party. The contract may be terminated for cause by PRS or the bidder upon thirty (30) days written notice.

5. F.O.B. POINT

The F.O.B. point shall be to each Pike Road School campus.

6. QUANTITIES

Quantities given herein are estimates and are believed to be correct, but Pike Road reserves the right to alter or vary these quantities, or the right to purchase additional services and/or materials above or below the stated herein at bid price is reserved. Unless otherwise stated in

the specifications, Pike Road Board of Education is obligated during the period stipulated, if vendor can deliver items within period indicated by vendor after receipt of order, to purchase all of its normal requirements from the vendor and vendor is obligated to supply the quantities which the Pike Road Board of Education requires for its operations.

7. SERVICE HISTORY

List similar projects handled by your organization in the last two years:

1. Project Name _____
Location _____
Type of Facility _____
Contact Person _____
Owner's Name _____

2. Project Name _____
Location _____
Type of Facility _____
Contact Person _____
Owner's Name _____

3. Project Name _____
Location _____
Type of Facility _____
Contact Person _____
Owner's Name _____

8. PRODUCT EVALUATION

The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Pike Road Board of Education or its authorized representative.

9. FIRM PRICES

Prices quoted in this bid proposal shall hold firm for 90 days after the date of bid opening and may be accepted or rejected by the Board at any time prior to the expiration of this period. The awarded vendor may request a price change on a category of item no more often than annually. Price change request must be submitted in writing a minimum of ten day in advance with explanation of requested increase. The Board of Education will strive to execute the purchase agreement prior to by issuing a purchase order.

9. SPECIFICATIONS/CHECKLISTS/CLARIFICATION

Contractors will adhere to the attached specifications and will complete and return the enclosed price lists for individual and bundle packages.

10. SERVICE LEVEL

The awarded bidder shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. Bidders are required to make a minimum of one delivery per week to each PRS campus. Due to storage area limitations and volume of usage some campuses may require more than one delivery per week.

11. PAYMENT TERMS

Departments have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. If payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty of .03333% per day may be applied and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

12. BRAND NAMES

If bidding other than as specified, the brand or trade name, manufacturer's name, and/or catalog number must be given. If bidder fails to indicate brand or trade name the item bid may be disqualified.

13. DEBRIS

If installed by the vendor, the vendor is responsible for the prompt removal of all debris resulting from this bid.

14. COLLUSION

Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to the Pike Road Board of Education future purchases.

15. PAYMENT

As per previous sections.

16. CONTRACTOR'S INSURANCE

The contractor shall not commence any work in connection with the contract until the contractor has obtained all of the appropriate insurance coverage to adequately protect the Pike Road Board of Education from any and all liability and property damage hazards which may result in the performance of this contract. Furthermore, all insurance shall be with insurers qualified and duly licensed to transact business in the State of Alabama and the Pike Road Board of Education will be named insured.

The Pike Road Board of Education shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such

deductible shall be sole responsibility of the contractor and/or subcontractor providing such insurance.

a. Workers' Compensation Insurance

The contractor shall secure and maintain during the life of the contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all subcontractor employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with Alabama Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the contractor shall provide, or cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for the protection of his employees not otherwise protected.

b. Contractor's Public Liability and Property Damage Insurance

The contractor shall secure and maintain during the life of the contract, Comprehensive General Liability and Comprehensive Automobile Liability Insurance. Such insurance shall protect the Pike Road Board of Education from claims for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the contract whether such operations be by himself or by anyone directly or indirectly employed by him.

Comprehensive General Liability

Combined Single Limit per Occurrence \$1,000,000

Comprehensive Automobile Liability

Combined Single Limit per Occurrence \$1,000,000

c. Proof of Insurance

Proof of insurance coverage must be submitted to Dustin Daehn, Director of Finance, Pike Road Board of Education. Reference the bid number and name of project on the insurance coverage proofs.

17. FACILITY PROTECTION

From the commencement of work and until final acceptance by the Board of Education of any work specified on the Invitation to Bid, vendor is required to initiate and maintain measures which shall be proper and adequate to protect the building and its contents against damage by the elements. At no time shall the vendor leave the building exposed.

18. WARRANTY

Standard Manufacturers agreement.

19. EQUAL OPPORTUNITY STATEMENT

The Pike Road Board of Education believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion. Vendors and Contractors providing goods/services to the Board of Education are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of

the contract. Racially offensive conduct by contractors and suppliers of goods/services to the Board of Education is forbidden. Discrimination, Harassment, Complaint procedures provides steps for filing a complaint involving either discrimination or harassment.

20. SIGNATURE BLOCK

I certify that my company will abide by the terms and conditions contained in Invitation to Bid form and in the Special Conditions section.

VENDOR _____

ADDRESS _____

AUTHORIZED REPRESENTATIVE/TITLE _____

SIGNATURE _____

FEDERAL I.D. NO. _____

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/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/she has examined and fully comprehends the requirements of and specifications for **5 Year Exclusivity of Beverages for Pike Road School Athletics Program, Events and CNP.**

We propose to furnish said items 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: _____

ADDRESS: _____

CITY/STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ DATE: _____

TYPE OR PRINT NAME: _____

AUTHORIZED SIGNATURE: _____

(Officer of the company)

Proposal Form

Category	Proposed by PIKE ROAD Schools	Vendor Agrees As Proposed (respond with "yes" or "no" in this column)	Additional information/proposals.
Vending	Commission rates on the sale of beverage items from vending machines will be 30%.		
	Will supply, maintain, or upgrade, all beverage vending equipment currently used at Pike Road Schools facilities.		
Athletics	Will provide coolers, drink holders, drink dispensers, cups, squeeze bottles, etc., as needed for use by the athletic department.		
	Will provide trash barrels for all athletic fields, concession stands, etc. and replace as needed during the contract period to maintain appearance.		
	Will provide product allowance to support athletic teams, cheerleading/dance squads/teams and band members for all home games. (should be in the form of bottled water and/or bottled sports drinks or sports drink mix)		
Marketing	Will service, maintain, or replace all existing scoreboards for the term of the contract.		
	Will provide, and install, scoreboard(s) for any new facilities built/acquired by Pike Road Schools during the contract period.		
	Will provide custom banners, on an as-requested basis, to support all events and activities held at Pike Road Schools.		
Concessions	Will provide all menu boards for concession stands throughout Pike Road School facilities.		
	Will supply, maintain, or upgrade, all beverage dispensing/vending equipment currently used at Pike Road Schools concessions facilities.		
	Will provide a fully equipped portable concession truck/trailer to be used at athletic and local events for fundraising.		
School Events	Will provide product allowance for Pike Road Schools faculty meetings.		
Exclusivity Funding	Will provide a one-time payment of \$40,000 to Pike Road Schools, to be used at the discretion of the administration, for exclusive beverage vendor rights from the date the contract is awarded by Pike Road Schools.		
Child Nutrition Program (CNP)	Will maintain, or upgrade, all beverage dispensing/vending equipment currently used at Pike Road School CNP facilities.		
	Will provide and maintain point of sale signage as well as pricing signage at all Pike Road School CNP facilities.		
	Will supply additional Beverage dispensing/vending equipment as needed for current facilities as well as any additional facilities acquired during the term of this contract by Pike Road Schools.		
Additional Considerations	Will make available any additional vending equipment for field days or annual events. Such as vending trailers, large portable coolers, etc.		
	Will provide additional equipment, when requested by Pike Road Schools, during the contract period to meet additional needs.		
Additional Vendor Proposed Considerations*			

*If additional space is needed you may attached additional sheets. Please note "See additional Sheets" in appropriate space.

Pricing Form

Department	Product Description	Estimated Quantity*	Pack size	Price Per Unit	Extended Price <small>(Est.Qty. X \$/unit)</small>
Athletics	Powdered Sports Drink mix	10 cases			
	Non-carbonated sports drink 14-22 oz	500 each			
	Non-carbonated sports drink 8-14 oz	2,000 each			
	Bottled non-carbonated water 16-22 oz	240 each			
Concessions	12 oz canned carbonated beverage	840 each			
	Non-carbonated sports drink 14-22 oz	240 each			
	Non-carbonated sports drink 8-14 oz	240 each			
	Bottled non-carbonated water 10-12 oz	240 each			
	Bottled non-carbonated water 16-22 oz	240 each			
	Carbonated Drink 16-22 oz	700 each			
School Events	12 oz canned carbonated beverage	600 each			
	100% juice box with straw 4-8 oz	4,000 each			
	Bottled non-carbonated water 10-12 oz	1,000 each			
CNP	100% juice bottled 8-12 oz	10,320 each			
	Bottled non-carbonated water 10-12 oz	43,200 each			
	Bottled non-carbonated water 16-22 oz	2,000 each			
	Bottled non-carbonated flavored water 16-22 oz	5,200 each			
	Non-carbonated sports drink 14-22 oz	1,560 each			
	Non-carbonated sports drink 8-14 oz	2,400 each			
	Non-carbonated zero calorie sports drink 12-22 oz	480 each			
	Carbonated Drink 16-22 oz	28,800 each			
	12 oz canned carbonated beverage	4,320 each			
	Lactose free Milk alternative (Yup) 14-22oz	6,000 each			
	Ice Coffee	1,200 each			
	Bottled Tea 16-22oz	2,800 each			

***These quantities are only estimates and in no way commit PRS to order these quantities.**