



Hoover City Board of Education
January 14, 2021
INVITATION TO BID
Concessions/Vending Bid #2021-01

Sealed bids for Concessions/Vending for the Hoover City Board of Education (HCBOE) Middle Schools will be received by Mrs. Michele McCay, Chief School Financial Officer, at 2810 Metropolitan Way, Hoover, AL 35243 through 9:00 a.m., Tuesday, February 2, 2021 at which time they will be opened and publicly read.

This cover letter, the Instructions for Bid, the Notary page, Attachment A, Attachment B, the Product Pricing Sheet, the Equipment Pricing Sheet, the Affidavit of Alabama Immigration Compliance, the bidder's Form W-9, and a copy of the bidder's E-Verify Memorandum of Understanding will comprise the total bid package. Each bidder should respond to all information requested. If the document is not submitted as requested, it may be such that we cannot classify the offer as a legitimate bid.

When awarded, this Bid will be awarded to the lowest responsible bidder meeting the specifications. 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 Michele McCay at 205-439-1012.

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

Michele McCay
Chief School Financial Officer



Hoover City Board of Education
INVITATION TO BID
Concessions/Vending Instructions for Bid #2021-01

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

I. GENERAL INFORMATION

- a. All bidders should submit bids on the form(s) provided.
- b. All bids must be sealed and marked "CONCESSIONS/VENDING" Bid #2021-01, Tuesday, February 2, 2021 at 9:00 a.m.
- 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 include delivery to the specific Hoover City Board of Education Middle 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.

- l. 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, serviceability, experience, performance and longevity of organization are among 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

III. METHOD OF AWARD

- a. In the event that the low bidder(s) refuse to accept all 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

The 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, which 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 HCBOE and return the same to the HCBOE. 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 HCBOE 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 HCBOE 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 HCBOE. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the HCBOE 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 the Hoover City Board of Education as an "Additional Insured" and in a form satisfactory to the HCBOE 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 HCBOE 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 Michele McCay, Chief School Financial Officer at 439-1012.

VI. SPECIFICATIONS

Use of specific names and item numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, quality of materials, products, service or equipment consideration best adapted to the Board's intended use.

VII. PRICES

The Hoover City Board of Education is tax exempt for all taxes. This statement in no way is to be construed as relieving a seller or contractor.

Hoover City Board of Education
INVITATION TO BID
Concessions/Vending Notary for Bid #2021-01

In witness whereof _____ has executed this Bid Certification on the _____ day of _____, 2021, 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 _____, 2021.

My commission expires: _____

SEAL

Signature

Hoover City Board of Education
INVITATION TO BID
Concessions/Vending Attachment A to Bid #2021-01

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 individual Hoover City Board of Education Middle Schools.
- 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 the Hoover City Board of Education Middle Schools 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 individual Hoover City Board of Education Middle Schools administrative office.
- G. All delivery route drivers and service technicians shall wear uniforms depicting their name and their company name. All drivers and service technicians will be required to check in at the front desk of each school using their driver's license or other valid form of identification. All vehicles entering school property must be identified by the Vendor's company name.
- H. All Bidders agree that vending equipment will be added as requested by the respective 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) and snacks (type/name) for vending machines.
- J. The Awarded Vendor will coordinate with outgoing vendor to ensure that new vending machines are placed in all Hoover City Board of Education Middle Schools 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 must maintain all machines and other equipment provided for as long as the equipment is required or bid is in effect.
- N. All bidders must be able to provide 24-hour maintenance on all equipment and scoreboards with a 24-hour response time. Requests for maintenance must be responded to locally, that is, local telephone number to call, if needed.
- O. 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 the Hoover City Board of Education Middle School property, until new vendor replaces equipment.
- P. This bid is awarded for five (5) years.
- Q. All bidders agree that contract will exclude vending supplies offered by the Child Nutrition Program at any of our middle schools.
- R. All bidders agree that contract will not compete with the Child Nutrition Program at any of our middle schools.
- S. Completion date for installation of equipment (i.e. scoreboards, ice machines, lighted Scorer's tables, etc.) will be determined by each middle school principal.

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 HCBOE 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 their sole and exclusive direction and control, and for no purpose shall they be considered the employees of the HCBOE. 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 hold harmless the HCBOE 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 HCBOE may, if it so desires, withhold payments due the Contractor as long as it shall be reasonably necessary to indemnify the HCBOE hereunder.
- B. The HCBOE 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 a.m. on Tuesday, February 2, 2021 in the Board Room at 2810 Metropolitan Way, Hoover, AL 35243 at which time bids will be read publicly. All bid envelopes should clearly state on the outside the bidder's company name, bid title, bid number, opening date and time.

Hoover City Board of Education
INVITATION TO BID
 Concessions/Vending Attachment B to Bid #2021-01

Please circle Yes or No as it applies:

	HCBOD Middle Schools	
	Yes	No
1. Bidder will be able to supply and maintain all ice makers/scoreboards requested (see additional information sheet for boards).	Yes	No
2. Bidder will be able to maintain all machines and other equipment provided for as long as the equipment is required or bid is in effect.	Yes	No
3. Bidder 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. Bidder will be able to provide all mobile trailers requested for special events and football games. Trailers should be wired to provide the service needed and should be in good repair.	Yes	No
5. Bidder will be able to provide all cups, paper supplies, coolers, towels, and squeeze Bottles not to exceed \$1,500 per year.	Yes	No
6. Bidder will be able to provide monthly billing statements showing account status.	Yes	No
7. Bidder will be able to refurbish and furnish graphics on press boxes/concessions as needed.	Yes	No
8. Bidder will be able to provide exclusive service for five (5) years.	Yes	No
9. Bidder will be able to provide drinks for athletes, band and cheerleaders not to exceed 700 cases per year.	Yes	No

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| 10. Bidder will be able to provide coolers for concessions. | Yes | No |
| 11. Bidder will be able to print signs for advertising events as requested by the local school Principal. | Yes | No |
| 12. Bidder will be able to provide supplies for special occasions (Pride, Signing Day, etc.) not to exceed \$1,500 per year. | Yes | No |
| 13. Bidder will be able to provide an annual sponsorship fee to the local school to meet additional needs of the school. | Yes | No |

Hoover City Board of Education
 Concessions/Vending Product Pricing Sheet
 Bid #2021-01

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

**Hoover City Board of Education
Concessions/Vending Equipment Pricing Sheet
Bid #2021-01**

Please list the pricing HCBOE Middle Schools will be responsible for, if purchasing each item

	QUANTITY	INDIVIDUAL PRICE	EXTENDED PRICE
Football Scoreboard			\$
Gym Scoreboard (Basketball)			\$
Baseball Scoreboard			\$
Softball Scoreboard			\$
Soccer Scoreboard			\$
Ice Machine			\$
Water Cooler			\$
Coffee Brewer			\$
Single-Sided Marquee			\$
Portable Scoreboard			\$

THIS DOCUMENT AND ITS ATTACHMENTS WILL BECOME YOUR CONTRACT WITH
THE HOOVER CITY BOARD OF EDUCATION IF YOU ARE THE SUCCESSFUL BIDDER.