



**Solicitation Number:** ITB #2024-01  
**Title:** Kitchen Hood and Exhaust System Cleaning  
**Release Date:** February 9, 2024  
**Address:** Birmingham Board of Education  
2015 Park Place North  
Birmingham, AL 35203  
**Phone:** 205.231.4885  
**Email:** purchasing@bhm.k12.al.us

## INVITATION TO BID

### To Prospective Bidders:

Notice is hereby given that the Birmingham Board of Education (the "Board") will accept bids for **ITB #2024-01, Kitchen Hood and Exhaust System Cleaning**. Sealed bids must be submitted to the Birmingham Board of Education, Purchasing Department, Room 202, 2015 Park Place North, Birmingham, Alabama 35203, by **Tuesday, February 27, 2024, 2:00 PM CDT**. Bids are due and will be opened at this time.

Faxed or emailed bids are not acceptable. The Invitation to Bid document is available on the district's website at <https://www.bhamcityschools.org/Page/332>.

Bidder may not withdraw bid after the time set for the opening thereof, unless the award of the contract is delayed for a period exceeding ninety (90) calendar days. The Board reserves the right to reject any or all bids, and to waive all informalities in bidding and to award the contract to the lowest responsible Bidder in accordance with applicable law.

It is not the policy of the Board to award contracts on the basis of price alone, quality and suitability to purpose and the needs of the Board being controlling factors. When applicable, warranty and maintenance agreement will be considered in determining the lowest responsible Bidder.

**THE BOARD WILL NOT ACCEPT BIDS THAT ARE LATE.**

By: *Edward McMullen*

Edward McMullen, Director of Purchasing

Company:			Telephone:
Address:			Fax:
City:	State:	Zip Code:	Email:
▶			▶
Typed/Printed Name			Title
▶			▶
Authorized Signature			Date

**NO RESPONSE – I hereby submit a "NO RESPONSE" for the following reason(s):**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient time to respond to ITB.<br><input type="checkbox"/> Schedule will not permit us to respond.<br><input type="checkbox"/> We do not offer the product or service requested.<br><input type="checkbox"/> Unable to meet specifications. | <input type="checkbox"/> Unable to meet insurance requirements.<br><input type="checkbox"/> Remove our company from further correspondence.<br><input type="checkbox"/> Other _____ |
|--|---|

Please submit "No Response" via email to: [purchasing@bhm.k12.al.us](mailto:purchasing@bhm.k12.al.us)

**ENVELOPE LABEL**

**SEALED BID ENCLOSED**

**(To Be Opened by Purchasing Official Named Below)**

**Respondent's Name:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

**Respondent's Address:** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Submit Response To:** Edward McMullen, Director of Purchasing  
Birmingham Board of Education  
Purchasing Department, Room 202  
2015 Park Place North  
Birmingham, Alabama 35203

**Solicitation No. & Title:** ITB #2024-01 – Kitchen Hood and Exhaust System Cleaning  
**Solicitation Due Date & Time:** Tuesday, February 27, 2024, 2:00 PM CDT

## TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1.1	Purpose .....	5
1.2	District Background.....	5
1.3	Minimum Eligibility Requirements.....	5
1.4	State of Alabama Immigration Law (Act 2011-535).....	6
1.5	Contract Term.....	8
1.6	Additional Purchases .....	8
1.7	ITB Schedule of Events.....	9
1.8	Bidder Inquiries .....	9
1.9	Representatives.....	9
1.10	Addenda.....	9
1.11	Pre-Bid Conference .....	10
1.12	Bid Due Date .....	10
1.13	Bid Opening Date .....	10
1.14	Prime Bidder.....	11
1.15	Bid Submittal Items .....	11
1.16	Bid Preparation.....	12
1.17	Additional Information .....	12
1.18	Withdrawal of Bid .....	12
1.19	Late Bid .....	12
1.20	Rejection of Bid.....	12
1.21	Acceptance of Bid .....	13
1.22	Award .....	13
1.23	Protests .....	13
1.24	Disputes and Appeals .....	13
1.25	Cost of Preparation, Submitting Bid/Oral Presentation.....	13
2	SCOPE OF WORK .....	14
2.1	Scope of Work.....	14
3	TERMS AND CONDITIONS .....	15
3.1	Bid Validity Period.....	15
3.2	Disposition of Bid.....	15
3.3	Bid Security .....	15
3.4	Insurance Requirements .....	15
3.5	Orders .....	16

3.6	Purchase Orders.....	16
3.7	Invoicing and Payment .....	16
3.8	Gratuities .....	17
3.9	Non-Discrimination .....	17
3.10	Confidential and Proprietary .....	17
3.11	Cancellation/Termination .....	17
3.12	Permits and Licenses .....	17
3.13	Independent Contractor .....	17
3.14	Delegation, Subcontracts and Assignment .....	18
3.15	Procurement Rules.....	18
3.16	Force Majeure.....	18
3.17	Governing Laws, Ordinances and Regulations .....	18
3.18	Public Disclosure .....	18
3.19	Pending Legal Actions.....	18
3.20	Warranty of Price .....	18
3.21	Safety Warranty .....	18
3.22	Right to Purchase Elsewhere .....	19
<b>EXHIBIT 1- KITCHEN HOOD AND EXHAUST SYSTEMS.....</b>		<b>20</b>
<b>SERVICE LOCATIONS.....</b>		<b>20</b>
ATTACHMENT A – BID SHEET .....		22
ATTACHMENT B – INSURANCE REQUIREMENTS .....		23
ATTACHMENT C – ADDENDA ACKNOWLEDGEMENT.....		26
ATTACHMENT D – REFERENCES.....		27
ATTACHMENT E – CERTIFICATION REGARDING DEBARMENT .....		28
ATTACHMENT F – ALABAMA CHILD PROTECTION ACT OF 1999, CHAPTER 22A .....		29
ATTACHMENT G – BCS MINORITY PARTICIPATION PROGRAM .....		30
ATTACHMENT H – BCIA MINORITY PARTICIPATION .....		31
ATTACHMENT I – STATE OF ALABAMA IMMIGRATION LAW CERT. OF COMPLIANCE.....		32
ATTACHMENT J – DRUG-FREE WORKPLACE CERTIFICATION.....		33
ATTACHMENT K – BID CERTIFICATION.....		34
ATTACHMENT L – NON-COLLUSION CERTIFICATION.....		35
ATTACHMENT M – VENDOR QUESTIONNAIRE .....		36
ATTACHMENT N – DISCLOSURE STATEMENT .....		37
ATTACHMENT O – SPECIAL CONDITIONS AND REQUIREMENTS .....		38

## INTRODUCTION

### 1.1 Purpose

The Birmingham Board of Education (the “Board”) is seeking bids from qualified firms (hereafter called “Bidders”) to provide services for **Kitchen Hood and Exhaust System Cleaning**, in accordance with the terms, conditions, and requirements contained in this Invitation to Bid (ITB).

The intent of this ITB is for the successful Bidder to provide the expertise and services requested with the expected result to be economical and provide the school system with a higher level of product quality, reliability, performance, and customer service.

In order to ensure that the required services have the highest possible quality, the Board is interested in establishing a contract with a Bidder experienced and qualified in such contracts that will provide the quality and services requested in a professional and timely manner.

Nothing herein is intended to exclude any responsible Bidder, or in any way restrain or restrict competition. On the contrary, all responsible Bidders are encouraged to submit a bid and their bids are solicited.

### 1.2 District Background

The Birmingham City School District is located in the heart of the Birmingham/Metropolitan area in the center of a large, diverse, and culturally mixed community filled with a long rich history. In the business of educating children since 1874, our system is comprised of 42 schools that service the 99 neighborhoods located within the city where the education of over 22,000 students is our top priority.

With the mission to guide all students to achieve excellence in a safe, secure, and nurturing environment, the Birmingham City School System is the 5<sup>th</sup> largest school system in Alabama and is governed by an elected board of nine members, representing the nine districts within the city. Birmingham City Schools employs over 2,700 certified and classified workers and operates on an annual budget of approximately \$302 million dollars.

For more information, please visit the district’s website at [www.bhamcityschools.org](http://www.bhamcityschools.org).

### 1.3 Minimum Eligibility Requirements

The district has established minimum qualifications which Bidders must meet in order for the Bidder’s response to be considered responsive.

- Bidder must provide a copy of valid/current business license to conduct business in the State of Alabama or applicable home state.
- Bidder must meet all laws, regulations, and guidelines for pesticide management according to the State of Alabama Department of Agriculture and Industries.
- Bidder must be in business for a minimum of three (3) years providing similar goods and/or services as required in this solicitation.
- Bidder must provide a minimum of three (3) references for completed and/or current projects that demonstrate the firm’s expertise and capabilities of said or similar services.

- Bidder is in good standing with federal, state, and municipal jurisdictions to conduct business with the district and is not under investigation or engaged in litigation that would hinder the conduct of business.
- Bid Security - Bidder must submit with response a bid security in the form of a bid bond, cashier's check or certified check drawn on an **Alabama bank**. Bid Checks will be returned via certified mail. **Personal checks, company checks, and money orders are not acceptable.**
- Performance and Payment Bonds - Bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must provide Performance and Payment Bonds at the signing of the contract.
- General Contractor's License - Bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provision of Title 34, Chapter 8, Code of Alabama 1975, and must show evidence of license before bidding or bid will not be received or considered by the District. The Bidder shall show such evidence by clearly displaying the current license number on the outside of the sealed envelope.
- Bidder must provide insurance as required by the District.
- Bidder must provide all required notifications and forms included as requested in this ITB.
- Bidder has adequate, qualified, and experienced staff to perform and deliver the required goods and/or services throughout the District in a timely manner.

#### 1.4 State of Alabama Immigration Law (Act 2011-535)

By submitting a bid to this ITB, the Bidder agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. The Bidder shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this ITB. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Visit the U.S. Department of Homeland Security's website at [www.uscis.gov/everify](http://www.uscis.gov/everify) to:

- Print a Memorandum of Understanding (MOU), if previously enrolled in E-Verify.
- Enroll in E-Verify, if not currently enrolled in E-Verify.

Please provide a copy of the completed page below from your company's official E-Verify MOU from Homeland Security. This page is usually located at the end of the MOU.

Homeland Security will assign your company a Company ID Number and Client Company ID Number which will be listed on the page.



Company ID Number:

Client Company ID Number:



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

#### Alabama E-Verify Employer Agent Service:

Alabama businesses with 25 or fewer employees may elect to use the Alabama E-Verify Employer Agent Service.

Contact Information:

Online: <http://immigration.alabama.gov/eVerify.aspx>

Phone: 855-837-4396

Bidder shall provide written certification of compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535), **See Attachment H – Certification of Compliance.**

The successful bidder must provide assurance the following requirements are met in execution of this contract, in addition to other applicable provisions of Appendix II to 2 CFR 200.

#### Federal Contract Conditions

- Certain funds being administered through ALSDE are Federal and are governed by Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.
- a. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41 CFR Part 60).
- b. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).

- c. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- d. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
- e. Bidders must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
- g. Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- h. Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- i. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
- j. Bidders must comply with the requirements of Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- K. Bidders must comply Federal Domestic Preferences (CFR 200.322); whereas Produced in the United States, means for iron and steel products, that all manufacturing processes, materials, and products shall be produced in the United States.

### **1.5 Contract Term**

The initial contract term shall be for one (1) year, with three (3) additional one (1) year renewal options, not to exceed four (4) years, under the same terms and conditions indicated herein.

### **1.6 Additional Purchases**

The Board reserves the right to request additional services to facilities not listed herein under the same requirements and specifications as outlined in this ITB on an as needed basis throughout the contract period.



### 1.7 ITB Schedule of Events

The schedule set forth herein represents the Board's anticipated schedule for this ITB. The Board reserves the right to modify dates at its discretion. The schedule is as follows:

EVENT	DATE
Release and Post ITB	Friday, February 9, 2024
Deadline to Submit Questions	Thursday, February 15, 2024, 1:00 PM CDT
Release and Post Addendum	Tuesday, February 20, 2024, 4:00 PM CDT
Bids Due	Tuesday, February 27, 2024, 2:00 PM CDT
Board Approval	TBD
Anticipated Start Date	TBD

### 1.8 Bidder Inquiries

Any questions regarding this Invitation to Bid should be referred to the contact information below.

**Edward McMullen, Director of Purchasing**  
**Birmingham Board of Education**  
**Purchasing Department, Room 202**  
**2015 Park Place North**  
**Birmingham, Alabama 35203**  
**Email: [purchasing@bhm.k12.al.us](mailto:purchasing@bhm.k12.al.us)**

Telephone inquiries are not acceptable. All questions must be submitted in writing via email to [purchasing@bhm.k12.al.us](mailto:purchasing@bhm.k12.al.us) on or before **Thursday, February 15, 2024, 1:00 CDT**. **Questions will not be accepted after the deadline.** Response to questions will be posted on the district's website (**See 1.10 Addenda**).

### 1.9 Representatives

Any advice, approvals, or instructions given by Board staff, technical personnel or other representatives to any Bidder are expressions of personal opinion only and do not alter or amend the ITB document. Only addenda can modify documents. All questions must be directed to the Director of Purchasing.

### 1.10 Addenda

Any clarification of the ITB documents will be made by addenda. The Director of Purchasing shall issue addenda to the ITB documents in response to modifications, clarifications or for any other reason the Board considers advisable. Once issued, an addendum becomes a part of the ITB documents. **Addenda will be posted on the BCS website at <https://www.bhamcityschools.org/Page/332>. It is the Bidder's responsibility to view the website for updates and addenda concerning this Invitation to Bid.**

All Bidders must acknowledge receipt of all addenda by fully completing, signing, and submitting **Attachment C - Addenda Acknowledgement** with their bid response. If not acknowledged, their bid response may be removed from consideration.

### **1.11 Pre-Bid Conference**

There will not be a Pre-Bid Conference for this solicitation.

### **1.12 Bid Due Date**

Bids must be received in the Purchasing Department on or before **Tuesday, February 27, 2024, 2:00 PM CDT/CST**.

Faxed or emailed bids will not be accepted. Bids must be submitted in sufficient time to be received and time/date stamped by the Purchasing Department in Room 202 on or before the bid due date and time.

Bidders shall submit response in accordance with the instructions below:

- **One (1) original** complete bid response with original signatures in black or blue ink.
- **One (1) original Bid Sheet (Attachment A).**
  - The Bid Sheet and additional pricing information shall be in a separate sealed envelope and labeled **"BID SHEET."**
- Documents may be bound, stapled, or clipped together.

The bid response must be in a sealed envelope (including envelopes/boxes by USPS or any other delivery or courier services).

**Bidders shall complete the envelope label (See Page 2) with all appropriate information and affix it to the outside of the sealed envelope containing the response.** This will assist in the proper processing of the response and avoid revealing the contents of the envelope until the official solicitation opening date and time.

The District will not be responsible for bids delivered late by the United States Postal Service (USPS), or any other delivery or courier services.

The District will not be responsible for late bids delivered to the mailroom or other locations within the Central Office. Bids must be received in the Purchasing Department on or before the date and time indicated above.

Bids received after the due date and time will not be considered.

Only one (1) bid from any one Bidder will be considered. In the event of multiple submissions, the Bidder will be asked to identify which submission should be analyzed or evaluated. **In no event will the Board consider multiple submissions from the same Bidder.**

### **1.13 Bid Opening Date**

Bids will be opened in the Purchasing Office, Room 202 located at 2015 Park Place North, Birmingham, Alabama 35203 on the bid due date and time.

No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. All bids shall remain open for ninety (90) calendar days from the bid due date pending evaluation and award.

#### **1.14 Prime Bidder**

Only one (1) bid from any one Bidder will be considered. In the event that multiple Bidders submit a joint bid, identify a single Bidder as the Prime Bidder. The Prime Bidder is responsible for administering the overall project, coordinating, and monitoring plans and schedules, status information, administering necessary changes, and overseeing the preparation of reports and presentations. **In no event will the Board consider multiple submissions from the same Bidder.**

#### **1.15 Bid Submittal Items**

The information and forms shall be completed, signed by an officer, or authorized representative of the company, and included as part of the bid. Failure to comply with ITB submittal requirements may be grounds for bid rejection.

Bidder shall complete and submit the following:

- I. **One (1) original** complete bid response with original signatures in black or blue ink.
- II. **One (1) original Bid Sheet (Attachment A)** as outlined in **1.12**.
- III. Bid Security, **See 3.3**
- IV. Performance and Payment Bonds (**at signing of contract**)
- V. Copy of Valid/Current General Contractor's License
- VI. Copy of E-Verify Memorandum of Understanding (MOU), if applicable
- VII. Copy of Valid/Current Business License
- VIII. Required Forms – Must be received with submittal or submission may be rejected.
  - Attachment A - Bid Sheet Form (**separate sealed envelope**)
  - Attachment B - Insurance Requirements Form
  - Attachment C - Addenda Acknowledgement Form
  - Attachment D - Reference Form
  - Attachment E - Debarment Form
  - Attachment F - Alabama Child Protection Act of 1999 Chapter 22A Form
  - Attachment G - BCS Minority Participation Program Policy Form
  - Attachment H - BCIA Minority Participation Form
  - Attachment I - State of Alabama Immigration Law (Act 2011-535) Cert. of Compliance Form
  - Attachment J - Drug-Free Workplace Certification Form
  - Attachment K - Bid Certification Form
  - Attachment L - Non-Collusion Certification Form
  - Attachment M - Vendor Questionnaire Form

Attachment N - Disclosure Statement Form

Attachment O - Special Conditions and Requirements

### 1.16 Bid Preparation

Bidders will prepare bids in accordance with the following:

1. All bids shall be typewritten or filled in with a pen in black or blue ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be signed in ink by an officer or employee having authority to legally bind the Bidder.
2. Unit prices will be shown when called for on the bid sheet. In the event there is a conflict between the unit price and total price, the unit price will be used in determining the correct total price.
3. The Birmingham Board of Education is exempt from Federal excise and Alabama sales and use taxes. Prices quoted shall not include Federal excise or state sales and use taxes. A Tax-Exempt Certificate will be provided upon request. However, the 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.
4. By submitting a bid, each Bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not contemplating bankruptcy.
5. In setting forth these specifications, it is our intention and desire to offer equal opportunity to all Bidders, within the framework of standards of quality and design herein established. The specifications indicate the quality and services desired or acceptable, but the quality of the item and services on which bids are submitted must, in all cases, **be equal or better in quality**.

### 1.17 Additional Information

Bidder should include any additional information (on separate sheets) that is believed to be pertinent but not explicitly asked for elsewhere in the Invitation to Bid.

### 1.18 Withdrawal of Bid

No bid submitted to the Purchasing Department may be revised unless a written modification signed by an authorized official of the company is actually received by the Director of Purchasing before the bid opening time.

Bids may be withdrawn prior to the bid opening time by presentation of written request to withdraw, signed by an authorized official of the company and received by the Director of Purchasing prior to the bid opening time. **No bid shall be withdrawn or modified after the time set for bid opening.**

### 1.19 Late Bid

Bids received after the date and time set for the bid opening will not be considered.

### 1.20 Rejection of Bid

The Board may reject a bid, but not limited to the following, if:

1. The Bidder misrepresents or conceals any material fact in the bid.
2. The bid does not conform to the ITB documents.

3. The bid does not comply with requirements, specifications, and conditions of the ITB document.
4. It is deemed in the best interest of the Board.

#### **1.21 Acceptance of Bid**

Upon acceptance of a bid by the Board and issuance of a contract award or purchase order by the Director of Purchasing, the successful Bidder will provide the services as specified at the stated price, within the time specified, and in accordance with all provisions of the ITB documents.

#### **1.22 Award**

It is the intent of the Board to award the contract to a single Bidder. However, the Board reserves the right to award to one or multiple Bidders, item-by-item basis or to make no award, as determined to be in the best interest of the District.

The contract will be awarded on evaluation of bids considering all essential factors and in a manner which will best serve the interests of the Birmingham Board of Education. It is not the policy of the Board to award contracts on the basis of price alone, quality of service and suitability to purpose and the needs of the Board being controlling factors.

The Board will award the contract to the lowest responsible Bidder or may reject any or all bids.

A refusal by the first lowest responsible Bidder may result in the bid being awarded to the next lowest responsible Bidder meeting requirements and specifications.

#### **1.23 Protests**

Any protest to the Board for consideration of any bid must be submitted in writing and received by the Director of Purchasing no later than five (5) business days after the date of Notice of Intent to Award. The Director of Purchasing will send a written reply to the protesting Bidder.

#### **1.24 Disputes and Appeals**

Birmingham Board of Education is the final authority on issues relating to this contract. The Director of Purchasing is the Birmingham Board of Education and Birmingham City School's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

If a protest is not resolved to a Bidder's satisfaction, the Bidder may submit a notice of appeal to the Superintendent of Schools through the Director of Purchasing within five (5) business days from the Bidder's receipt of a reply to the protest. The decision of the Birmingham Board of Education is final and conclusive and binding on all parties concerned.

#### **1.25 Cost of Preparation, Submitting Bid/Oral Presentation**

All costs related to the preparation and submission of the bid and oral presentation(s) shall be borne by the Bidder.

## **2 SCOPE OF WORK**

### **2.1 Scope of Work**

This section of the ITB describes the district's specifications and requirements to provide **Kitchen Hood and Exhaust System Cleaning** at Birmingham City Schools as outlined and indicated herein.

Specifications and requirements include:

- Work performed to current NFPA 96 standards.
- Services to be provided on a semi-annual basis; each school will receive two (2) cleanings within the contract period. Schedule to be determined.
- Use of FDA approved chemicals.
- Evaluation of hood function.
- Provide all equipment, labor, and materials for completion of service.
- Complete and thorough clean-up of kitchen area under and around the hood where service was performed.
- Clean the kitchen area and remove any debris from the school location.
- Cover and protect the food production equipment.
- Work completed for each school within a 24-hour period.
- Work to be scheduled around the normal operation hours for each school site and not during the time of meal service and preparation.
- Hoods should be labeled after each job to indicate the service completion date and name of company completing service.

**Contractor will:**

- Be held responsible for completion of work in accordance with the specifications and requirements outlined herein.
- Be held responsible for any breakage, damage or loss incurred in the work area.
- Be held responsible in event of loss of Birmingham City Schools' property, food, and non-food supplies.
- Not stand on food production equipment.

**Birmingham City Schools' Child Nutrition Department will:**

- Provide utilities (lights, water, gas, or electricity) necessary to perform the services.
- Not provide utilities which are not indigenous to the specific school location.

The services shall be performed at the locations outlined in **Exhibit 1 – Service Locations**.

### **3 TERMS AND CONDITIONS**

#### **3.1 Bid Validity Period**

Each Bidder agrees that its bid will remain firm and subject to acceptance by the Board for a period of ninety (90) calendar days from the bid opening date.

#### **3.2 Disposition of Bid**

All material submitted in response to this Invitation to Bid shall become the property of the Birmingham Board of Education.

#### **3.3 Bid Security**

Bid security shall be payable to the Birmingham City Board of Education. It is required that the Bidder submit with his/her bid a certified check, cashier's check, or a bid bond to Birmingham City Schools in the amount equal to five (5%) percent of the bid (subject to a maximum of \$10,000.00).

Bid security or original bid bond must be received with bid; copies are not acceptable. **All bids submitted without the required bid security will be rejected.** A surety legally authorized to conduct business in the State of Alabama shall issue security bond.

**Personal checks, company checks, and money orders are not acceptable.**

Birmingham Board of Education will retain security checks/bonds until:

1. The successful Bidder has signed/executed the contract.
2. Ninety (90) calendar days after bid opening or until the contract is executed, whichever is shorter.
3. Bidder refuses to enter a contract.
4. All bids have been rejected.

#### **3.4 Insurance Requirements**

The successful Bidder shall provide the Purchasing Department with a current Certificate of Insurance (COI) as evidence of the required types of insurance and minimum liabilities specified in **Attachment B - Insurance Requirements Form**.

Upon notice of award, the COI must be submitted to the Purchasing Department. Bidder will not be issued a purchase order or contract before receipt of a COI. Therefore, the Bidder shall not commence work on the project until after the Purchasing Department is in receipt of a current COI.

The Board reserves the right to terminate any resulting contract if the Bidder fails to keep these policies in force for the specified amounts or for the duration of the contract term.

### **3.5 Orders**

Purchase Orders are required for all goods and/or services. Bidders shall not accept or deliver orders for goods and/or services against a Requisition Number and without the issuance of a Purchase Order.

### **3.6 Purchase Orders**

Bidder shall not accept orders or perform any work prior to the receipt of a purchase order and/or contract from Birmingham City Schools. A purchase order issued by the Purchasing Department is the only legal authorization for Bidders to perform services as stated herein.

A commitment, either written or verbal, from District employees without a purchase order and/or contract issued by the Purchasing Department does not constitute an obligation by the District to a Bidder. Bidders that perform services or provide commodities without a purchase order and/or contract issued by the Purchasing Department do so at their own risk and at risk of non-payment.

### **3.7 Invoicing and Payment**

Each order will be on a separate invoice and sent to the Accounts Payable Department. Vendor must submit original invoices for payment.

At a minimum, invoices will include:

1. Name, address, and telephone number of the Vendor.
2. The purchase order number.
3. Accurate listing of goods and/or services.
4. Quantity, applicable unit prices, total prices, and total invoice amount.
5. Any additional information is specified by the Invitation to Bid.

All invoices should be mailed to:

**Birmingham Board of Education  
ATTN: Accounts Payable  
2015 Park Place North  
Birmingham, Alabama 35203  
Email: [accountspayable@bhm.k12.al.us](mailto:accountspayable@bhm.k12.al.us)**

- Upon satisfactory delivery and acceptance of goods and/or services and submission of an invoice, Birmingham City Schools will make payment to the address shown on the purchase order.
- No invoice shall be paid until all goods and/or services have been provided by the Vendor and verified by BCS staff/requestor.
- Payment terms are Net Thirty (30) Days.
- The district will not pay any penalties for late payment of invoices.
- The district is exempt from State sales tax. All federal and state taxes and fees that can be eliminated in sales to public school systems in the State of Alabama should not be included in the proposed price.



### **3.8 Gratuities**

The Board may terminate this contract if the Board finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Bidder, or any agent or representative of the Bidder, to any officer or employee of the Birmingham Board of Education to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of the contract.

### **3.9 Non-Discrimination**

Birmingham Board of Education is committed to ensuring equal opportunity in and equal access for Bidders regardless of race, color, religion, national origin, gender, age, disability, or sexual orientation. In this regard, the Board encourages Bidders to show a good faith effort to utilize services and materials from minority and women owned suppliers and contractors.

Bidder shall not discriminate against client, employee, or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status, or medical status. Bidder shall comply with all applicable sections of the American with Disability Act.

### **3.10 Confidential and Proprietary**

No claim of confidentiality or proprietary information in all or any portion of a response to the Invitation to Bid will be honored unless a specific exemption from the Public Records Law exists and it is cited in the bid. An incorrectly claimed exemption does not disqualify the Bidder, only the exemption claimed.

### **3.11 Cancellation/Termination**

Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within ten (10) calendar days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective actions or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) calendar days will authorize the other party to terminate this agreement by written notice. The Board reserves the right to terminate this agreement by providing thirty (30) calendar days written notice.

Continuation of any agreement between the Board and a Vendor beyond a fiscal year is contingent upon appropriation of funds for the purpose of this ITB and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidation damages shall accrue the Board as a result.

### **3.12 Permits and Licenses**

Bidders shall, at their own expense, obtain all necessary permits and licenses and shall comply with all applicable local, state, and federal laws, codes, ordinances, rules, and regulations necessary for the full execution of the requirements stated herein. Bidders shall maintain all such permits, licenses, and compliances in a current status throughout the course of the contract.

### **3.13 Independent Contractor**

The successful Bidder awarded the contract will be an Independent Contractor and not an employee of the Birmingham Board of Education.

### **3.14 Delegation, Subcontracts and Assignment**

The Bidder will not, without written consent of the Board, make any contract with any other entity for furnishing any of the completed or substantially completed services covered by this contract or assign its obligations under this contract.

### **3.15 Procurement Rules**

The Bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection of the bid.

### **3.16 Force Majeure**

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

### **3.17 Governing Laws, Ordinances and Regulations**

Bidder agrees that the laws of the State of Alabama will govern any and all agreements resulting from this ITB, and the venue of any legal actions will be Jefferson County, Alabama.

The services and contract will be operated in compliance with all applicable city, county, state and federal laws, ordinances, and regulations.

### **3.18 Public Disclosure**

Subject to applicable law or regulations, the content of each Bidder's bid submission shall become public information upon the effective date of any resulting contract.

### **3.19 Pending Legal Actions**

Bidder must identify any lawsuits or other legal proceedings against Bidder, which pertain to any of the services, which are a part of Bidder's bid. Bidder must attach a copy of it and state with specificity the current status of the proceedings.

### **3.20 Warranty of Price**

Birmingham City Schools will pay the price for services specified by the Bidder's bid. The Bidder warrants its price to be no higher than the Bidder's current prices on services by others for identical services covered by this Invitation to Bid for others for similar services, under similar conditions, and methods of purchase. During the course of this contract, the Bidder will inform Birmingham City Schools, and give Birmingham City Schools the opportunity to take advantage of any price decrease on services requested by similar customers.

### **3.21 Safety Warranty**

Bidder warrants that the services to Birmingham City Schools conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the services do not so conform, the Bidder must correct or replace the services at the Bidder's expense. If the Bidder fails to do so within a reasonable time, Birmingham City Schools, at its discretion, may cause the correction to be made at the Bidder's expense or termination of the contract.

### **3.22 Right to Purchase Elsewhere**

The Board will not actively solicit bids and quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified services. If the contract term(s) are not met, the Board reserves the right to enter into a contract with the next lowest responsible Bidder for all services covered by this contract.

## EXHIBIT 1- KITCHEN HOOD AND EXHAUST SYSTEMS SERVICE LOCATIONS

The Board reserves the right to add or delete schools/facilities as it deems to be in its best interest.

School	Address	Zip Code	Hood and Exhaust System
Elementary (18)			
Avondale	4000 8th Court South	35222	2
Barrett	7601 Division Avenue	35206	1
Brown	4811 Court J	35208	2
Central Park	4915 Avenue Q	35208	1
EPIC	1000 10th Avenue South	35205	1
Glen Iris	1115 11th Street South	35205	2
Hemphill	714 12th Street SW	35211	1
Huffman Academy	1212 Cheyenne Boulevard	35215	2
Norwood	3136 Norwood Boulevard	35234	1
Martha Gaskins	200 Dalton Drive	35215	2
Minor	2425 Avenue S Ensley	35218	2
Oliver	6871 6th Court South	35212	2
Oxmoor Valley	3600 Sydney Drive	35211	2
Princeton	1425 2nd Avenue West	35208	2
Robinson	8400 1st Avenue South	35206	2
Sun Valley	1010 18th Avenue NW	35215	1
Tuggle	412 12th Court North	35204	2
West End Academy	1840 Pearson Avenue SW	35211	2
K-8 (9)			
Bush Hills Academy	901 16th Street West	35208	2
Christian	725 Mountain Drive	35206	1
Hayes	505 43rd Street North	35222	2
Hudson	3300 F.L. Shuttlesworth Dr.	35207	2
Inglenook	4120 Inglenook Street	35217	2
Phillips Academy	2316 7th Avenue North	35203	1
South Hampton	565 Sheridan Rd. Pratt City	35214	1
Washington	115 4th Avenue South	35205	2
Wylam	701 Erie Street	35224	2
Middle 6-8 (8)			
Arrington	2101 Jefferson Avenue SW	35211	1
Green Acres	1220 67th Street Ensley	35228	2
Huffman	517 Huffman Road	35215	1
Jones Valley	2000 31st Street SW	35221	2
Ossie Ware	501 81st Street South	35206	2
Putnam	1757 Montclair Road	35210	1
Smith	1124 Five Mile Road	35215	1
Wilkerson	116 11th Court West	35204	2

**EXHIBIT 1**  
**Service Locations**  
**(Continued)**

School	Address	Zip Code	Hood and Exhaust System
High (7)			
Carver	3900 24th Street North	35207	5
Huffman High	950 Springville Road	35215	2
Jackson-Olin	1300 Avenue F, Ensley	35218	2
Parker	400 Rev. Abraham Woods Jr. Blvd.	35204	2
Ramsay	1800 13th Avenue South	35205	2
Wenonah	2800 Wilson Road SW	35221	2
Woodlawn	5620 1st Avenue North	35212	1

**Total Locations: 42**

5 ATTACHMENT A – BID SHEET

ATTACHMENT A  
Bid Sheet

KITCHEN HOOD AND EXHAUST SYSTEM CLEANING				
Item #	Description	Semi-Annual Cleanings	Unit Cost	Extended Cost
1	Kitchen Hood and Exhaust System Cleaning	2	\$	\$
			<b>Total Bid:</b>	<b>\$</b>

The pricing/cost listed above is all-inclusive to provide the goods and/or services in accordance with the specifications and requirements set forth in this ITB.

In a separate sealed envelope, include this “Bid Sheet” and any additional supporting information to clarify pricing.

The start date for **Kitchen Hood and Exhaust System Cleaning** will be within \_\_\_\_\_ calendar days after receipt of a purchase order or contract and provided at the addresses shown in **Exhibit 1 – Service Locations**.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT B – INSURANCE REQUIREMENTS

Throughout the term of this contract and for applicable statutes of limitation periods, Bidder shall maintain in full force and effect, the insurance coverage set forth in this ITB. Additional insurance requirements omitted may be requested and if so, will be incorporated into the terms and conditions of the contract with the successful Bidder.

All insurance policies shall be issued by companies authorized to do business in the State of Alabama and have an A.M. Best Rating of “A” or better.

All Bidders must provide proof of insurance and carry the types and minimum limits of insurance to include the following:

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
<b>Workers Compensation and Employee Liability</b>	\$100,000 – Limit each occurrence
<b>Commercial General Liability</b> Bodily injury and Property Damage Bodily Injury and Property Damage Personal Injury aggregate Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.	\$1,000,000 - combined occurrence \$1,000,000 - combined aggregate \$1,000,000 - aggregate
<b>Automobile Liability</b> Bodily Injury and Property Damage Any automobile including hired and non-owned vehicles	\$1,000,000 - combined coverage
<b>Umbrella Coverage</b>	\$1,000,000 – each occurrence \$1,000,000 - aggregate
<b>ADDITIONAL INSURED:</b> All insurance policies shall name and endorse the following as additional insured: Birmingham Board of Education, Birmingham City Schools, its Superintendent and their officers, employees, and agents.	
<b>NOTIFICATIONS:</b> Thirty (30) Day(s) prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage limits.	
Birmingham Board of Education shall be named as the Certificate Holder as outlined below: <b>The “Certificate Holder” should read as follows:</b> <div style="text-align: center;"> <b>Birmingham Board of Education</b>  <b>Attn: Purchasing Department, Room 202</b>  <b>2015 Park Place North</b>  <b>Birmingham, Alabama 35203</b> </div>	
<b>Please add the BID Number (ITB #2024-01) Covered by the Certificate of Insurance.</b>	

**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**  
**(Continued)**

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		<b>DATE (MM/DD/YYYY)</b>																																																																				
<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>																																																																						
<small><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small>																																																																						
<b>PRODUCER</b>  <div style="text-align: center; border: 1px solid black; padding: 5px; margin-top: 10px;">Insurance Provider's Name and Address Here</div>	<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">INSURER(S) AFFORDING COVERAGE</div> NAIC # _____ <b>INSURED</b>  <div style="text-align: center; border: 1px solid black; padding: 5px; margin-top: 10px;">Your Company's Name and Address Here</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">INSURER A: _____</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">INSURER B: _____</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">INSURER C: _____</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">INSURER D: _____</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">INSURER E: _____</div> <div style="border: 1px solid black; padding: 2px; margin-top: 2px;">INSURER F: _____</div>																																																																					
<div style="display: flex; justify-content: space-between;"><div><b>COVERAGES</b></div><div><b>CERTIFICATE NUMBER:</b></div><div><b>REVISION NUMBER:</b></div></div> <table border="1" style="width:100%; border-collapse: collapse;"><tr><td colspan="10"><small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></td></tr><tr><td style="width: 5%;">INSR LTR</td><td style="width: 30%;">TYPE OF INSURANCE</td><td style="width: 10%;">ADDL SUBR INSD WVD</td><td style="width: 15%;">POLICY NUMBER</td><td style="width: 10%;">POLICY EFF (MM/DD/YYYY)</td><td style="width: 10%;">POLICY EXP (MM/DD/YYYY)</td><td colspan="4" style="width: 20%;">LIMITS</td></tr><tr><td></td><td><div>COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</div><div>GEN'L AGGREGATE LIMIT APPLIES PER:</div><div><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</div><div>OTHER: _____</div></td><td></td><td></td><td></td><td></td><td colspan="4" rowspan="5"><div>EACH OCCURRENCE \$</div><div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</div><div>MED EXP (Any one person) \$</div><div>PERSONAL &amp; ADV INJURY \$</div><div>GENERAL AGGREGATE \$</div><div>PRODUCTS - COM/OP AGG \$</div><div>COMBINED SINGLE LIMIT (Ea accident) \$</div><div>BODILY INJURY (Per person) \$</div><div>BODILY INJURY (Per accident) \$</div><div>PROPERTY DAMAGE (Per accident) \$</div><div>UMBRELLA LIAB OCCUR</div><div>EXCESS LIAB CLAIMS-MADE</div><div>DED RETENTION \$</div></td></tr><tr><td></td><td><div>AUTOMOBILE LIABILITY</div><div><input type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS</div><div><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY</div></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div><input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A</div><div><small>If yes, describe under DESCRIPTION OF OPERATIONS below</small></div></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="7"><b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</td></tr><tr><td colspan="7" style="height: 100px; vertical-align: top; text-align: center;">Additional Insured: Birmingham Board of Education, Birmingham City Schools, its Superintendent, officers, employees and agents.</td></tr></table>			<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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<b>CERTIFICATE HOLDER</b>  Birmingham Board of Education Attn: Purchasing Department, Room 202 2015 Park Place North Birmingham, Alabama 35203			<b>CANCELLATION</b>  <small>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</small>  <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">AUTHORIZED REPRESENTATIVE</div> <div style="text-align: center; margin-top: 5px;">Handwritten Signature</div>																																																																			



**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**  
**(Continued)**

If any insurance policies required under this ITB lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not be able to operate until such time Birmingham City Schools has received satisfactory evidence of reinstated coverage of the types of coverage and limits specified in this ITB effective as of the lapse date.

Bidder shall be responsible for submitting a new renewal insurance certificate to Birmingham City Schools Director of Purchasing at a minimum of sixty (60) calendar days in advance of expiration.

The Bidder shall maintain in force at his/her own expense, such insurance as will protect him/her, Birmingham Board of Education and Birmingham City Schools from claims which may arise out or result from the Bidder's execution of the work, whether such execution be by himself/herself, his/her employees, agents, subcontractors or by anyone for whose acts any of them may be liable.

**BIDDER'S AND INSURANCE AGENT STATEMENT:**

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award.

Birmingham Board of Education, Birmingham City Schools, its Superintendent and their officers, employees, and agents must be named as **"ADDITIONAL INSURED"** on the Certificate of Insurance. Birmingham Board of Education desires proof of insurability at levels required for this ITB.

☐ **A current Certificate of Insurance is attached. Proof of A.M. Best Rating of "A" or better.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

**ATTACHMENT C – ADDENDA ACKNOWLEDGEMENT**

Complete Part 1 or Part 2, whichever applies.

**It is the Bidder’s responsibility to view the website for updates and addenda concerning this ITB.**

All Bidders shall be required to acknowledge receipt of all addenda by fully completing, signing, and submitting this form, **Attachment C**, with their bid response to be considered for award.

If not acknowledged, their bid response may be removed from consideration.

Addenda will be posted on the BCS website at <https://www.bhamcityschools.org/Page/332> as outlined in the ITB Schedule of Events.

**Part 1:** I hereby acknowledge the following addenda for this ITB:

Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____

**Part 2:** ☐ No Addendum was released and posted for this ITB.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

**ATTACHMENT D – REFERENCES**

Please submit three (3) references for contracts of similar scope and size completed within the last three (3) years.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_
2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_
3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

## ATTACHMENT E – CERTIFICATION REGARDING DEBARMENT

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

**ATTACHMENT F – ALABAMA CHILD PROTECTION ACT OF 1999, CHAPTER 22A**

**ARTICLE 1**

**Criminal History Background Information Checks on Applicants for Certification, Applicants for Employment, Nonpublic Current Employees, and Current Employees Under Review.**

**ARTICLE 2**

**Criminal History Background Information Checks of Current Public Certified and Current Public Noncertified Employees.**

Under the National Child Protection Act of 1993, states are required to implement a computerized information system to provide child abuse crime information through the Federal Bureau of Investigation National Criminal History Record Information System and may conduct a nationwide criminal history background check for the purpose of determining whether an individual who will have unsupervised access to children is suitable for employment or has been convicted of a crime that bears upon the fitness of the individual.

Therefore, in establishing the Alabama Child Protection Act of 1999, it is the intent of the Legislature to provide for the implementation of a system that allows the State Superintendent of Education, local Boards of Education, and other nonpublic schools to ensure that prospective employees and current employees are suitable for employment and have not been convicted of a crime that bears upon the fitness of the individual.

Therefore, any person employed to serve an authorized employer as defined in this chapter, including those individuals that provide services to local employing Boards or nonpublic schools, when the person so employed has unsupervised access to children in an educational environment.

I certify that I have received and read the contents herein of the Alabama Child Protection Act of 1999, Chapter 22A.

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**Company Name**

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**Signature of Authorized Official**

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**Date**

**ATTACHMENT G – BCS MINORITY PARTICIPATION PROGRAM**

It is the policy of the Birmingham Board of Education (“Board”) that minority and disadvantaged businesses shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Board funds. This policy is equally applicable to all construction contracts, contracts relating to the purchase of goods, materials and equipment, and non-bid contracts for professional services. All contractors shall take all necessary and reasonable steps to ensure that minority owned businesses have the maximum opportunity to compete for and perform Board contracts.

Bidders on construction contracts are advised that construction contracts shall be awarded to the lowest responsive and responsible bidder; and that meeting the goals set forth in this Policy or making an acceptable good faith effort to meet said Goals are conditions of being awarded a Board construction contract.

Minority and disadvantaged businesses shall be those businesses designated as such by the Regulations issued by the Equal Employment Opportunity Commission (“EEOC”), as they may be amended from time to time.

It is the goal of the Board that 30% of the total dollar amount available each fiscal year to the Board for contracts covered by this Policy shall be spent with minority and/or disadvantaged businesses. It is further the goal of the Board that minority and/or disadvantaged businesses located within Birmingham Standard Metropolitan Area be utilized whenever possible and practicable.

The purpose of establishing these goals for minority involvement is to ensure that these businesses are given an equal opportunity to compete for contract dollars from public funds.

The goals set out herein shall apply to all contracts and subcontracts financed in whole or in part with Board funds, including, without limitation, contracts for construction, purchase of goods, materials and equipment, and professional services.

A designated representative of the Superintendent, employed by the Board, shall oversee this policy’s requirements, and assist contractors and Board departments in the performance of the goals contained in this policy including a current listing of minority and disadvantaged persons and businesses which provide goods, materials, equipment, or professional services customarily sought or purchased by the Board. This designee shall ensure that this Policy is reflected in bids, specifications, request for bids, and/or contracts of the Board.

The Board shall no less than annually review the goals for award of contracts to minorities and the percentage goal established in this policy. The provisions of this Policy shall be periodically reviewed by the Superintendent and the Board. Recommended changes in the program which are required to effectively administer the program may be made by the Superintendent with the approval of the Board. A quarterly review of all construction contracts, contracts relating to the purchase of goods, materials and equipment, and professional services contracts will be provided to the Board.

I certify that I have received and read the contents herein of Birmingham City Schools Minority Participation Program.

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**Company Name**

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**Signature of Authorized Official**

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**Date**

ATTACHMENT H – BCIA MINORITY PARTICIPATION

The Birmingham Board of Education has established the specified goal that 30% of the total dollar amount available each fiscal year to the Board for contracts shall be spent with minority and/or disadvantaged businesses.

☐ Listed below are certified minority business enterprises that my company intends to utilize in the performance of this project.

Vendor	Contract Amount	% of Contract	Classification
Name:	\$		<input type="checkbox"/> MBE
Address:			<input type="checkbox"/> WBE
City/State:			<input type="checkbox"/> DBE
Name:	\$		<input type="checkbox"/> MBE
Address:			<input type="checkbox"/> WBE
City/State:			<input type="checkbox"/> DBE
Name:	\$		<input type="checkbox"/> MBE
Address:			<input type="checkbox"/> WBE
City/State:			<input type="checkbox"/> DBE

☐ We do not have any minority vendor participation.

The Birmingham Construction Industry Authority (BCIA) is available to assist bidders in identifying qualified MBE/WBE Vendors at 205.324.6202.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT I – STATE OF ALABAMA IMMIGRATION LAW CERT. OF COMPLIANCE**

The Bidder shall provide written certification of compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535) by selecting one (1) of the following:

☐ The Alabama Immigration Law **DOES NOT** apply to the below named company because the company does not employ an individual or individuals within the State of Alabama.

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

\_\_\_\_\_

\_\_\_\_\_

☐ The Alabama Immigration Law **DOES** apply to the below named company. The company is located in Alabama, or the company has employees working in Alabama.

And

☐ The **Bidder’s E- Verify Memorandum of Understanding (MOU)** is **included** with the Bid Response.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**



## **ATTACHMENT J – DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned Bidder hereby certifies that it will provide a drug-free workplace program by:

- Publishing a statement notifying its employees that the lawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- Establishing continuing drug-free awareness program to inform its employees about:
  - The dangers of drug abuse in the workplace.
  - The Bidder's policy on maintaining a drug-free workplace.
  - The available drug counseling, rehabilitation, and services.
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- Giving all employees engaged in the performance of the contract a copy of the statement concerning drug-free workplace.
- Notifying employees in writing, of the statement concerning a drug-free workplace, that as a condition of employment on a covered contract, the employee shall abide by the terms of the statement.
- The Bidder shall make a good faith effort to maintain a drug-free workplace program through implementation of all of the above, but not limited to, in this certification.

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**Company Name**

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**Signature of Authorized Official**

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**Date**

**ATTACHMENT K – BID CERTIFICATION**

The Bidder proposes to provide and deliver the labor, equipment, materials, and services required for **ITB # 2024-01 Kitchen Hood and Exhaust System Cleaning** at the price(s) stated.

It is understood and agreed that:

- This bid constitutes an offer, which when accepted in writing by Birmingham City Schools, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Birmingham City Schools.
- The Bidder has read the Invitation to Bid in its entirety, which includes specifications and requirements and that this bid is made in accordance with the provisions of such specifications and requirements. Any exceptions are noted in writing and included with this bid.
- The Bidder certifies that it meets or exceeds the stated specifications and requirements.

**BID SIGNATURE AND CERTIFICATION:**

By my signature, I hereby certify that I am legally authorized to execute contracts and bind the company. I am in complete acceptance of the contents inclusive of this Invitation to Bid, all exhibits, attachments, appendices, and the contents of any addenda released hereto.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

**ATTACHMENT L – NON-COLLUSION CERTIFICATION**

**By submission of this bid, the Bidder certifies that:**

- This bid has been independently arrived at without collusion with any other Bidder or with any competitor.
- This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other Bidder, competitor, or potential competitor.
- No attempt has been or will be made to induce any other person, partnership, company, or corporation to submit or not to submit a bid.
- The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as the person signing on its behalf.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

## ATTACHMENT M – VENDOR QUESTIONNAIRE

<b>Legal Business Name:</b>		
<b>Federal Employer ID No. (FEIN):</b>		
<b>Address:</b>		
<b>Primary Contact/Title:</b>		
<b>Telephone/ Fax:</b>		
<b>Email:</b>		
<b>Business Structure:</b>	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other	
<b>Number of Years in Business:</b>		<b>Number of Employees:</b>

- Is your firm a subsidiary, parent, holding company, or affiliate of another firm? ☐ Yes ☐ No
- Is your firm rated by Dunn & Bradstreet or any other rating agency? ☐ Yes ☐ No
- In the last three years has your firm held other contracts with public agencies to provide similar products or services in a size and scope similar to this solicitation? ☐ Yes ☐ No
- Does your firm have outstanding judgments pending against it? ☐ Yes ☐ No
- Within the past three years has your firm filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
- Has a governmental or private entity terminated your firm's contract prior to contract completion? ☐ Yes ☐ No
- Has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? ☐ Yes ☐ No

List Name and Title of Each Principal, Owner, Officer, Partner, Proprietor, etc.		
Name	Title	Percentage Ownership (Enter 0% if N/A)

<b>Minority-Owned, Women-Owned &amp; Disadvantage Business Enterprise:</b> Is your firm an MBE, WBE or DBE? _____ If so, which? <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Women-Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantage Business Enterprise (DBE) Is your firm a certified MBE, WBE or DBE? _____	<b>Certified:</b> Refers to a firm that has been formally certified as an MBE, WBE or DBE with a certifying agency such as: City, National Minority Supplier Development Council (NMSDC) or local affiliate; and/or Women's Business Enterprise National Council (WBENC) or local affiliate.
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\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

**ATTACHMENT N – DISCLOSURE STATEMENT**

Bidder shall submit with bid a listing of any relationships of the Bidder or its employees, with public officials and public employees, and family members of public officials and public employees who stand to benefit from said contract or bid.

The disclosure shall include a description of any public officials, public employees, and family members of public officials and public employees that may result either directly or indirectly from the contract or bid.

The disclosure statement shall also require the Bidder to list any and all consultants and lobbyists for said contract or bid.

To the greatest extent allowed by law, Birmingham Board of Education will not enter into any contract or appropriate any public funds with any Bidder that refuses to provide such information.

\_\_\_\_\_ No, the above does not apply to my company.

\_\_\_\_\_ Yes, the above statement(s) does apply to my company. Attached is a complete listing of all individuals who stand to benefit from this contract or bid.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

**ATTACHMENT O – SPECIAL CONDITIONS AND REQUIREMENTS**

Please Check Yes or No to acknowledge your agreement with the following conditions and requirements:

Bidders shall 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 supplies as needed, such as but not limited to cups, paper supplies, ice chests, squeeze bottles, trash barrels, menu boards, etc., per Middle & High School concessions / athletics. ☐ Yes ☐ No

Provide monthly billing statements showing account status. ☐ Yes ☐ No

Exclusive service bid will remain in effect for three (3) years, with an option to renew for two (2) additional years, not to exceed five (5) years. ☐ Yes ☐ No

All capital expenses (i.e., ice machines, coolers, etc.) must be in place by Spring 2024. 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 school administrator. ☐ Yes ☐ No

Provide at least one ice machine at each concession, per Middle and High School, if requested. ☐ Yes ☐ No

Donate an annual sponsorship fee to meet additional needs at the school (decided by the CSFO and school administrator) or a one-time fee for the term of the contract. ☐ Yes ☐ No

Indicate Amount: \$\_\_\_\_\_ Annual Donation \$\_\_\_\_\_ One-Time Donation  
\$\_\_\_\_\_ Elementary \$\_\_\_\_\_ Middle \$\_\_\_\_\_ High

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**