INVITATION TO BID

To Prospective Bidders:

Notice is hereby given that the Birmingham Board of Education (the “Board”) will accept bids for ITB #2020-01, Kitchen Equipment Repair, Parts and Installation Services. Sealed bid must be submitted to the Birmingham Board of Education, Purchasing Department, Room 202, 2015 Park Place North, Birmingham, Alabama 35203, by 10:00 AM CST/DST on Wednesday, April 1, 2020. 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. For important dates, please refer to 1.7 – ITB Schedule of Events on Page 7.

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 formalities 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):

- Insufficient time to respond to ITB.
- Schedule will not permit us to respond.
- We do not offer the product or service requested.
- Unable to meet specifications.
- Unable to meet insurance requirements.
- Keep our company on the bidder’s list for future ITB.
- Remove our company from the bidder’s list.
- Other__________________________________________

Please submit “No Response” via email to: 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: __________________________________________

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 #2020-01 – Kitchen Equipment Repair, Parts and Installation Services

Solicitation Due Date & Time: Wednesday, April 1, 2020, 10:00 AM CST/DST
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SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 Purpose

The Birmingham Board of Education (the “Board”) is seeking bids from qualified firms to provide Kitchen Equipment maintenance, repair, parts and installation services to Birmingham City Schools (“BCS” or “District”) in accordance with the terms, conditions, requirements, and specifications 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 insure that the required items are provided with 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 Schools District is located in Birmingham, Alabama and currently has 43 schools comprised of 20 elementary schools, 7 K-8 schools, 8 middle schools, 7 high schools and 1 alternative school. The District provides educational services to a diverse student population of approximately 23,000 students from Pre-K through High School.

The city has a population of 212,247 (census.gov). The greater Birmingham-Hoover area has a population of approximately 1.1 million people surrounding the city of Birmingham.

The mission of Birmingham City Schools is to guide all students to achieve excellence in a safe, secure and nurturing environment. The vision is that BCS will be a recognized leader in public education, meeting the needs of a diverse student population prepared to succeed in a global society.

For more information, please visit the District’s website at 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 be properly licensed and certified to perform required services and provide valid/current professional license and certification.
- Bidder must provide a valid/current business license and have been 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 that demonstrate 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.

• Bidder must submit with response a bid security in the form of a bid bond, cashier’s check or certified check. Bid Checks will be returned via certified mail.

• 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 to:

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

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.

1.5 Contract Term

The initial contract term shall be for three (3) years, with two (2) additional one (1) year renewal options, not to exceed five (5) years under the same terms and conditions indicated herein.

1.6 Additional Purchases

The Board reserves the right to purchase additional quantities under the same pricing, specifications and conditions 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:

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<td>Friday, March 13, 2020</td>
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<td>Thursday, March 19, 2020, 11:00 AM CST/DST</td>
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1.8 Bidder Inquiries

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

Telephone inquiries are not acceptable. All questions must be submitted in writing via email to purchasing@bhm.k12.al.us on or before Thursday, March 19, 2020 by 11:00 A.M. CST/DST. 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.

Bidder must acknowledge receipt of addenda by completing Attachment C - Addenda Acknowledgement Form.
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 **Wednesday, April 1, 2020 by 10:00 AM CST/DST**.

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.
  - The original shall be labeled “ORIGINAL” and contain original signatures in ink.

- **One (1) hard copy** of the complete bid response.
  - The copy shall be labeled “COPY”.

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

The District shall 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, one (1) hard copy of the complete bid response and one (1) original Bid Sheet (Attachment A) as outlined in 1.12.

II. Bid Security, See 3.3

III. Copy of E-Verify Memorandum of Understanding (MOU), if applicable

IV. Valid/Current Professional License and Certification

V. Valid/Current Business License

VI. Required Forms
   - 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 - Minority Participation Program Policy Form
   - Attachment H - State of Alabama Immigration Law (Act 2011-535) Cert. of Compliance Form
   - Attachment I - Drug-Free Workplace Certification Form
   - Attachment J - Bid Certification Form
   - Attachment K - Non-Collusion Certification Form
   - Attachment L - Vendor Questionnaire Form
   - Attachment M - Disclosure Statement Form
   - Attachment N - Minority Participation Form
1.16 Bid Preparation

Bidders will prepare bids in accordance with the following:

1. All bids shall be typewritten or filled in with 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 may be revised unless a written modification signed in the same manner as the bid is actually received by the Director of Purchasing before bid opening time. Bids may be withdrawn prior to opening time by presentation of written request to withdraw, signed in the same manner as the bid and received by the Director of Purchasing prior to 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 deliver the items 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 interest 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 submitting the best overall bid 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 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 cost related to the preparation and submission of the bid and oral presentation(s) shall be borne by the Bidder.
SECTION 2: SCOPE OF SERVICES/SPECIFICATIONS

This section of the ITB describes the District’s specifications and requirements to provide Kitchen Equipment Repair, Parts and Installation Services at Birmingham City Schools as outlined and indicated herein.

Specifications and requirements include:

2.1 Product Equivalency – Equal To or Better

Item: OEM Parts Manufacturer/Brand or Equivalent, in accordance with the following:

The District shall evaluate alternate items submitted to determine equivalency. Contract award may be made for an alternate item(s) only if the District determines the product(s) meet or exceed the minimum acceptable standards.

The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, but does not restrict bidders to the specified brand, make, manufacturer, or specification named. It is to set and convey to prospective bidders the general style, type, character and quality of article desired.

Bidders submitting bids for alternate products must include proof of product equivalency and manufacturer specification sheets.

2.2 Repair and Service Requirements

The handling, delivery and servicing of all products shall be in accordance with all Federal, State, Local, school district and OSHA Standards, Regulations, Codes and Requirements. All repairs and services shall be completed by properly licensed and certified technicians per Federal, State and Local Authority having jurisdiction.

1. Bidder shall furnish all labor, supervision, materials, equipment, supplies and support necessary to provide services as outlined in this ITB.

2. Bidder shall diagnose, troubleshoot, repair and install burners, warmers, microwaves, ovens, blenders, mixing equipment, refrigerators, freezers, walk-in coolers, walk-in freezers, and other types of kitchen/food preparation equipment as needed.

3. Bidder shall perform services at the location(s) outlined in Exhibit 1 – Service Locations.

4. Bidder shall plan and coordinate all services/work with the Child Nutrition Department.

5. Bidder shall have prior written authorization of all repairs from the Child Nutrition Department before any work is done by the Bidder.

6. Bidder shall not install any parts unless prior approval given by BCS.

7. Bidder shall not perform any additional repair services/work requested by anyone other than authorized personnel via approved Purchase Order.

8. Bidder may not use subcontractors without prior approval of BCS (See 3.14).

9. Bidder must submit computer generated invoices/tickets/statements with a complete description of services/items (See 3.7).

10. Any repeated service calls for repairs for the same reason or problem within this timeframe shall be made at no cost to BCS.

11. All services shall be performed by authorized service technicians, who are qualified, to work on the specific makes and types of equipment to be repaired or serviced and are directly employed and supervised by the Bidder.

12. BCS reserves the right to reject Bidder’s service personnel who, in BCS’ judgement is not adequately qualified to perform the work.
2.3 Hours of Operation – Service Calls

Service calls are permitted during regular school and business hours between 8:00 AM to 5:00 PM, Monday through Friday. Other times must be coordinated and approved by the school principal or designated representative.

- Emergency Service Calls

Emergency service response time cannot exceed three (3) hours. Emergency is defined as an event that has suddenly arisen without prior knowledge that requires speedy action that impact health and safety. Generally, emergency calls consist of correcting failures that constitute an immediate danger to personnel, threaten to damage property, or threaten to disrupt activity operations.

Emergency calls shall be serviced during and after regular working hours, seven (7) days a week, Monday through Sunday.

- Routine Service Calls

Routine service calls will be classified as routine when the work does not qualify as an emergency call. For non-emergency service calls, the successful Bidder must provide an onsite response to service claims within forty-eight (48) hours of notice.

Routine calls shall be serviced during regular working hours, Monday through Friday.

By submitting and receiving the award of this bid, the successful Bidder agrees to abide by terms outlined in this Invitation to Bid. Failure to provide service as required is sufficient reason to terminate this contract.

2.4 Parts, Warranty, Material and Workmanship

Warranty items shall be at no cost (shipping, etc.) to the Birmingham Board of Education.

All parts furnished under this contract shall be new OEM genuine manufacturer’s recommended parts. Use of manufacturer rebuilt parts and components may be authorized by BCS on a specific case-by-case basis provided these parts and components carry the same warranty as the new part or component. Use of used parts is strictly prohibited, except where dictated by the age of the equipment and previously authorized by BCS. Itemized invoices for all parts supplied shall be made available upon request by BCS.

The Bidder shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary down time of equipment and provide services in accordance with specified timeframe.

The Bidder shall guarantee all parts and workmanship for a period of ninety (90) days or the manufacturer’s warranty period, whichever is longer.

2.5 Bidder’s Personnel

All delivery route drivers and/or service technicians shall wear uniforms depicting their name and company name. All vehicles entering Board /school property will be identified by the Bidder’s company name.

Bidder shall be responsible for the appearance of employees, ensure their conduct and behavior is professional and courteous and adheres to all Board regulations at all times.
2.6 Cleaning of Worksite

The Bidder shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed.

Upon completion of the work, waste materials, rubbish, tools, equipment, machinery and surplus materials shall be removed from and about the job, and the Bidder shall clean all building surfaces and leave the work area clean.

SECTION 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 Birmingham City Schools. Under the Alabama Bid Law, it is required for any contract exceeding $15,000.00 that the Bidder must 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, Required
☒ Bid Security, Not Required*

*Since unit costs are being requested and the actual total bid amount is not known, no bid security is required with this bid.

3.4 Insurance Requirements

The successful Bidder shall provide the Purchasing Department 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 within five (5) business days of notice. 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 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 orders. Bidders shall not accept or deliver orders without the issuance of a Purchase Order. Bidders shall not accept or deliver orders against a requisition number.

3.6 Purchase Orders

Bidder shall not accept orders or perform any work prior to the receipt of a purchase order from Birmingham City Schools. A purchase order issued by the Purchasing Department is the only legal authorization for Bidders to perform services or provide commodities to the District.

A commitment, either written or verbal, from District employees without a purchase order 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 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 specified by the Invitation to Bid.

All invoices should be mailed or emailed to:

Birmingham Board of Education
ATTN: Accounts Payable
2015 Park Place North
Birmingham, Alabama 35203

Email: accountspayable@bhm.k12.al.us
cc: Copy School/Dept. Contact Person

- 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 purchase goods, 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, Subcontractors 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 goods sold 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 goods do not so conform, the Bidder must correct or replace the goods 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 may return the goods at the Bidder’s expense and terminate this 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
Service Locations

The Kitchen Equipment Repair, Parts and Installation Services listed in this ITB may be purchased district-wide on an as needed basis throughout the contract period. The Board reserves the right to add or delete schools as it deems to be in its best interest.

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Elementary (20)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arrington</td>
<td>2101 Jefferson Avenue SW</td>
<td>35211</td>
</tr>
<tr>
<td>Avondale</td>
<td>4000 8th Court South</td>
<td>35222</td>
</tr>
<tr>
<td>Barrett</td>
<td>7601 Division Avenue</td>
<td>35206</td>
</tr>
<tr>
<td>Brown</td>
<td>4811 Court J</td>
<td>35208</td>
</tr>
<tr>
<td>Central Park</td>
<td>4915 Avenue Q</td>
<td>35208</td>
</tr>
<tr>
<td>EPIC</td>
<td>1000 10th Avenue South</td>
<td>35205</td>
</tr>
<tr>
<td>Glen Iris</td>
<td>1115 11th Street South</td>
<td>35205</td>
</tr>
<tr>
<td>Hemphill</td>
<td>714 12th Street SW</td>
<td>35211</td>
</tr>
<tr>
<td>Huffman Academy</td>
<td>1212 Cheyenne Boulevard</td>
<td>35215</td>
</tr>
<tr>
<td>Norwood</td>
<td>3136 Norwood Boulevard</td>
<td>35234</td>
</tr>
<tr>
<td>Martha Gaskins</td>
<td>200 Dalton Drive</td>
<td>35215</td>
</tr>
<tr>
<td>Minor</td>
<td>2425 Avenue S Ensley</td>
<td>35218</td>
</tr>
<tr>
<td>Oliver</td>
<td>6871 6th Court South</td>
<td>35212</td>
</tr>
<tr>
<td>Oxmoor Valley</td>
<td>3600 Sydney Drive</td>
<td>35211</td>
</tr>
<tr>
<td>Princeton</td>
<td>1425 2nd Avenue West</td>
<td>35208</td>
</tr>
<tr>
<td>Robinson</td>
<td>8400 1st Avenue South</td>
<td>35206</td>
</tr>
<tr>
<td>Sun Valley</td>
<td>1010 18th Avenue NW</td>
<td>35215</td>
</tr>
<tr>
<td>Tuggle</td>
<td>412 12th Court North</td>
<td>35204</td>
</tr>
<tr>
<td>West End Academy</td>
<td>1840 Pearson Avenue SW</td>
<td>35211</td>
</tr>
<tr>
<td>Wylam</td>
<td>701 Erie Street</td>
<td>35224</td>
</tr>
<tr>
<td><strong>K-8 (7)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Christian</td>
<td>725 Mountain Drive</td>
<td>35206</td>
</tr>
<tr>
<td>Hayes</td>
<td>505 43rd Street North</td>
<td>35222</td>
</tr>
<tr>
<td>Hudson</td>
<td>3300 F.L. Shuttlesworth Dr.</td>
<td>35207</td>
</tr>
<tr>
<td>Inglenook</td>
<td>4120 Inglenook Street</td>
<td>35217</td>
</tr>
<tr>
<td>Phillips Academy</td>
<td>2316 7th Avenue North</td>
<td>35203</td>
</tr>
<tr>
<td>South Hampton</td>
<td>565 Sheridan Rd. Pratt City</td>
<td>35214</td>
</tr>
<tr>
<td>Washington</td>
<td>115 4th Avenue South</td>
<td>35205</td>
</tr>
<tr>
<td><strong>Middle 6-8 (8)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bush Hills STEAM Academy</td>
<td>901 16th Street West</td>
<td>35208</td>
</tr>
<tr>
<td>Green Acres</td>
<td>1220 67th Street Ensley</td>
<td>35228</td>
</tr>
<tr>
<td>Huffman</td>
<td>517 Huffman Road</td>
<td>35215</td>
</tr>
<tr>
<td>Jones Valley</td>
<td>2000 31st Street SW</td>
<td>35221</td>
</tr>
<tr>
<td>Ossie Ware</td>
<td>501 81st Street South</td>
<td>35206</td>
</tr>
<tr>
<td>Putnam</td>
<td>1757 Montclair Road</td>
<td>35210</td>
</tr>
<tr>
<td>Smith</td>
<td>1124 Five Mile Road</td>
<td>35215</td>
</tr>
<tr>
<td>Wilkerson</td>
<td>116 11th Court West</td>
<td>35204</td>
</tr>
</tbody>
</table>
## EXHIBIT 1

### Service Locations

(Continued)

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>High (7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carver</td>
<td>3900 24th Street North</td>
<td>35207</td>
</tr>
<tr>
<td>Huffman</td>
<td>950 Springville Road</td>
<td>35215</td>
</tr>
<tr>
<td>Jackson-Olin</td>
<td>1300 Avenue F, Ensley</td>
<td>35218</td>
</tr>
<tr>
<td>Parker</td>
<td>400 Rev. Abraham Woods Jr. Blvd.</td>
<td>35204</td>
</tr>
<tr>
<td>Ramsay</td>
<td>1800 13th Avenue South</td>
<td>35205</td>
</tr>
<tr>
<td>Wenonah</td>
<td>2800 Wilson Road SW</td>
<td>35221</td>
</tr>
<tr>
<td>Woodlawn</td>
<td>5620 1st Avenue North</td>
<td>35212</td>
</tr>
</tbody>
</table>

**Total Locations: 42**
Please Note: Prices shall not include Federal excise or state sales and use taxes. The Birmingham Board of Education is exempt from Federal excise and Alabama sales and use taxes.

<table>
<thead>
<tr>
<th>KITCHEN EQUIPMENT REPAIR, PARTS AND INSTALLATION SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Service Rate</td>
</tr>
<tr>
<td>Regular Hours: 8:00 a.m. – 5:00 p.m., Monday - Friday</td>
</tr>
<tr>
<td>Description</td>
</tr>
<tr>
<td>1st Technician Rate</td>
</tr>
<tr>
<td>2nd Technician Rate</td>
</tr>
<tr>
<td>Any Additional Rate</td>
</tr>
</tbody>
</table>

| Overtime Hourly Service Rate (After Regular Hours)       |
| 1st Technician Rate                                      | $          |
| 2nd Technician Rate                                      | $          |
| Any Additional Rate                                      | $          |

| Other Service Related Charges                            |
| Fuel Surcharge                                           | $          |
| Travel Charge                                            | $          |
| Parts & Equipment (OEM Parts and Non-Specified Items)    |
| Cost Markup Percentage                                   | %          |
ATTACHMENT A
Bid Sheet
(Continued)

The pricing/cost listed is all-inclusive (labor, supervision, materials, equipment, supplies and support) to provide the goods and/or services necessary to complete the work in accordance with the specifications and requirements set forth in this ITB.

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

The start date for Kitchen Equipment Repair, Parts and Installation Services will be within _____ calendar days after receipt of a purchase order or contract and performed 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:

<table>
<thead>
<tr>
<th>TYPES OF INSURANCE</th>
<th>MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Statutory – Alabama.</td>
</tr>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily injury and Property Damage</td>
<td>$1,000,000 – per occurrence</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$2,000,000 – general aggregate</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Comprehensive Form including Premises/Operation,</td>
<td></td>
</tr>
<tr>
<td>Products/Completed Operations, Contractual, Independent</td>
<td></td>
</tr>
<tr>
<td>Contractors, Broad Form Property Damage and Personal</td>
<td></td>
</tr>
<tr>
<td>Injury.</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 - combined single limit</td>
</tr>
<tr>
<td>Any automobile including hired and non-owned vehicles</td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL INSURED:** 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.

**NOTIFICATIONS:** 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:

**The “Certificate Holder” should read as follows:**

- Birmingham Board of Education
- Attn: Purchasing Department, Room 202
- 2015 Park Place North
- Birmingham, Alabama 35203

Please add the BID Number (ITB #2020-01) Covered by the Certificate of Insurance.
**ATTACHMENT B**

**Insurance Requirements**

(Continued)

---

**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: 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).

**PRODUCER**

- **NAME:**
- **PHONE:**
- **EXT.**
- **EMAIL:**

**Insurance Provider’s Name and Address Here**

- **INSURER A:**
- **INSURER B:**
- **INSURER C:**
- **INSURER D:**
- **INSURER E:**
- **INSURER F:**

**Your Company’s Name and Address Here**

---

**COVERAGES**

**CERTIFICATE NUMBER**

**REVISION NUMBER:**

---

**ADDITIONAL REQUIREMENTS**

**Additional Insured:** Birmingham Board of Education, Birmingham City Schools, its Superintendent, officers, employees and agents.

---

**CERTIFICATE HOLDER**

Birmingham Board of Education
Attn: Purchasing Department, Room 202
2015 Park Place North
Birmingham, Alabama 35203

**CANCELATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Handwritten Signature

---

**ACORD 25 (2010/03)**

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**ITB #2020-01**

Page 24 of 37
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.

☐ A current Certificate of Insurance to be provided after Notice of Award as outlined above.

____________________________________________
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.

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: _____________________

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, 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.

<table>
<thead>
<tr>
<th>NAME OF APPLICANT</th>
<th>PR/AWARD NUMBER AND/OR PROJECT NAME</th>
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<tbody>
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<table>
<thead>
<tr>
<th>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</th>
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<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
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</table>
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.

____________________________________________
Company Name

____________________________________________
Signature of Authorized Official

____________________________________________
Date
ATTACHMENT G

Birmingham City Schools

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.

____________________________________________

Company Name

____________________________________________

Signature of Authorized Official

Date
ATTACHMENT H

State of Alabama Immigration Law
Certification 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 and the Bidder’s E-Verify Memorandum of Understanding (MOU) is included with the Bid Response.

The company is located in Alabama or the company has employees working in Alabama.

Company Name

____________________________________________

Signature of Authorized Official

____________________________________________

Date
ATTACHMENT I
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.

______________________________  
Company Name

______________________________  
Signature of Authorized Official

______________________________  
Date
ATTACHMENT J
Bid Certification

The Bidder proposes to provide and deliver the labor, equipment, materials, and services required for ITB #2020-01, Kitchen Equipment Repair, Parts and Installation Services 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 K
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 L
### Vendor Questionnaire

<table>
<thead>
<tr>
<th>Legal Business Name:</th>
<th></th>
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<tbody>
<tr>
<td>Federal Employer ID No. (FEIN):</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Primary Contact/Title:</td>
<td></td>
</tr>
<tr>
<td>Telephone/ Fax:</td>
<td></td>
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<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Business Structure:</td>
<td>□ C Corporation □ S Corporation □ LLC □ Partnership □ Sole Proprietorship □ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Years in Business:</th>
<th>Number of Employees:</th>
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<tbody>
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</table>

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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Percentage Ownership (Enter 0% if N/A)</th>
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### Minority and Women-Owned Business Enterprise:

Is your firm a? □ MBE □ WBE □ DBE
If certified, check all that apply:
- □ Certified Minority-Owned Business Enterprise (MBE)
- □ Certified Women-Owned Business Enterprise (WBE)
- □ Certified Disadvantage Business Enterprise (DBE)

**Certified:** Refers to a firm that has been formally certified as an MBE or WBE 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.

---

**Company Name**

**Signature of Authorized Official**

**Date**
ATTACHMENT M
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 lobbyist 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 N
Minority Participation Form

Please submit a listing of all minority vendors and indicate their contract amount and percentage of contract awarded. The use of the term Not Applicable or N/A is unacceptable.

Please put a zero ("0") if your company does have any minority vendor participation. All blanks/spaces must be completed.

<table>
<thead>
<tr>
<th>Minority Vendor</th>
<th>Contract Amount</th>
<th>% of Contract</th>
<th>MBE/WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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</tr>
<tr>
<td>Address:</td>
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<td>City/State:</td>
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The Birmingham Construction Industry Authority (BCIA) is available to assist you in identifying qualified MBE/WBE Vendors at 205.324.6202.

____________________________________________
Company Name

____________________________________________
Signature of Authorized Official

____________________________________________
Date