



Jenny Seals
Superintendent

Scott Suttle
BOE President

INVITATION TO BID #16/17-16CNP
OES Serving Line Equipment
May 31, 2017

Description

The St. Clair County Board of Education invites you to bid on a ***OES Serving Line Equipment Package*** to replace current equipment at Odenville Elementary School Cafeteria. Sealed proposals will be received by the St. Clair Board of Education at 410 Roy Drive, Ashville, Alabama 35953 until Monday, June 12, 2017 at 9:00 a.m., at which time they will be publicly opened and read aloud.

A pre-bid conference will be held at the St. Clair County Schools Central Office, 410 Roy Drive, Ashville, AL 35953 on Tuesday, June 6, 2017 at 9:00 am. Bidders are urged to attend this meeting by which they will be given the opportunity to ask questions regarding equipment specifications and approval of any comparable equipment.

Equipment Specifications:

Item 1

Silverware Dispenser Quantity 2 Each

Stainless steel counter to measure 30"L x 30"W x 24"H. Counter to be mounted on 6" casters to make the overall height 30". Top shall include a 28"L x 28"W x B"H depression to accommodate prepackaged plastic ware.

Item 2

Milk Cooler Quantity 2 Each

Milk Cooler, 34" long, single access, forced air cooling, (8) 13" x 13" x 11" or (4) 19" x 13" x 11" crate cap., stainless steel interior & exterior, (4) locking swivel casters, 1/4 hp, Made in USA. Milk Cooler to be manufactured by Continental Refrigeration.

Item 3

Merchandising Display Counter Quantity 2 Each

Stainless steel counter to accommodate drop-in pass-thru refrigerated merchandiser, Delfield model #F5PC48N. Side of the counter is to include an electrical outlet for item #2 to plug into. Rear of the counter to have perforated stainless steel doors. Counter to be stainless construction with laminated standoffs as per general specifications. Size and shape per drawings.

Item 4

Corner Counter Quantity 2 Each

Stainless steel mitered corner. Corner counter to be open to shelves on the back side. Counter to be stainless construction with laminated standoffs as per general specifications. Size and shape per drawings.

Item 5**Hot Food Counter Quantity 2 Each**

Hot Food Counter to be self-serve with five (5) individually controlled hot wells. Hot wells to have self-serve sneeze guard that includes lighting and thermostatically controlled heat strip. Rear of the counter to include stainless steel doors. Counter to be stainless construction with laminated standoffs as per general specifications. Size and shape per drawings.

Item 6**Heated Shelf Counter Quantity 2 Each**

Heated Shelf Counter to be self-serve Hatco model #HBGB-3018. Heated shelf to have self-serve sneeze guard that includes lighting and thermostatically controlled heat strip. Rear of the counter to include stainless steel doors. Counter to be stainless construction with laminated standoffs as per general specifications. Size and shape per drawings.

Item 7**Cold Food Counter Quantity 2 Each**

Cold Food Counter to be self-serve with the capacity to hold six (6) hotel pans. Cold wells to have two-tier self-serve sneeze guard that includes lighting below the bottom shelf. Rear of the counter to include perforated stainless steel doors. Counter to be stainless construction with laminated standoffs as per general specifications. Size and shape per drawings.

Item 8**Electrical Counter Quantity 2 Each**

Electrical counter to house one (1) load center each. Load center is to allow for single point electrical connection for each side of the serving counter line-up. Rear of the counter is to include stainless steel doors. Counter to be stainless construction with laminated standoffs as per general specifications. Size and shape per drawings.

Item 9**Ice Machine Counter Quantity 2 Each**

Ice Machine Counter is to be manufactured to support the weight of existing ice machines and dispensers. Rear of the counter is to be left open with a notched top to allow for final connections. Front of the counter is to have a removable access panel that is to be concealed by the laminated standoff panel. Counter to be stainless construction with laminated standoffs as per general specifications. Size and shape per drawings.

Item 10**Cashier Counter Quantity 1 Each**

Cashier counter to include receptacle for data and electrical with all necessary penetrations and grommets. Counter to be stainless construction with laminated standoffs as per general specifications. Size and shape per drawings.

Manufacture:

Specifications are based on Atlanta Custom Fabricators. Alternates must be written and approved by St Clair County Schools 10 days prior to the bid opening. Alternate manufacturers must submit shop drawings for approval prior to bid. Alternate manufacturers must have ten (10) years in business to be considered.

St Clair County Schools:

Final connections, plumbing, and any necessary electrical upgrades.

Dealer Responsibility:

Removal and disposal of the existing serving counters. Awarded dealer will do field dimensions, sign and verify as built drawings from manufacture prior to manufacturing. Dealer is responsible for delivering, uncrating, setting in place and leveling the new serving counters. Removal of trash and cleaning the new serving counters are the responsibility of the awarded dealer.

Winning Bid

The winning bid will be determined based upon the submitted price from the lowest responsible bidder. Any equipment requiring pre-approval must be submitted to Rachel Fowler by Tuesday, June 6, 2017 at 9 a.m. during the pre-conference meeting. A vendor/bidder will be awarded bid based on total price for equipment package. Determination of responsible bidder will be determined based upon but not limited to total bid price, shipping/delivery cost, warranty offered, references, and previous owner-vendor experiences.

- Bidders are to contact Rachel Fowler, Child Nutrition Program Director at 205-594-2022 or Joe Goble, Facilities Director, at 205-594-2056, for questions regarding the bid.
- Sealed Bids will be received at the St Clair County Board of Education, 410 Roy Drive, Ashville, AL 35953, until 9:00 a.m. CDT on June 12, 2017. Bids may be mailed or hand delivered. No faxed bids will be accepted. Bid opening will take place at 9:00 a.m. on Monday, June 12, 2017 at the Board of Education main office.
- The St. Clair County Board of Education maintains the right to terminate this agreement if the successful bidder breaches any material term or condition of this agreement and fails to cure such breach in a reasonable amount of time.
- The St. Clair County Board of Education reserves the right to reject any and/or all bids.
- Bid results will be posted at www.sccboe.org/Departments/Facilities and Purchasing.

Directions for Submitting Bids and Bid Opening

The opening of bids will be at 9:00 a.m. on Monday, June 12, 2017 at the St. Clair County Board of Education Central Office at 410 Roy Drive, Ashville Alabama. Bids are to be submitted in a sealed envelope with **“BID # 16/17-16CNP”** clearly marked on the outside of the envelope. Any bid received after that time and date will not be considered. Any bid may be withdrawn prior to the deadline listed; however, after a bid has been opened it may not be withdrawn. All prices and other terms of the bid shall be firm for a period of sixty (60) days from the date of the bid opening. In the event that only one bid is submitted the bid agent may reject the bid, extend the deadline of the bid, and/or negotiate the bid according to bid regulations.

Sealed bids may be mailed or delivered to the attention of:

Joe Goble
Coordinator of Facilities
BID # 16/17-16CNP
410 Roy Drive
Ashville, Al. 35953
(205)594-2056

Each bidder must include the following items with the bid:

- Bid Quote Page
- Affidavit of Alabama Immigration
- Non-Collusion Affidavit

The successful bidder must provide the following within two weeks of being awarded the bid:

- E-Verify Memorandum of Understanding
- W-9
- Sign a contract with the conditions set forth in the bid.

Failure to provide these documents within the stated time frame will result in forfeiture with the next lowest bidder being awarded.

BID QUOTE PAGE

Bid #16/17-16CNP

Bid Opening Date: June 12, 2017 at 9:00 A.M.

St. Clair County Board of Education Central Office

410 Roy Drive, Ashville AL 35953

NAME OF COMPANY:

ADDRESS:

PHONE: _____ FAX: _____

EMAIL: _____

Submitted Price Per Bid Specifications:

Equipment	Unit Price	Pkg. Price
Item 1: Silverware Dispenser (2)		
Item 2: Milk Cooler (2)		
Item 3: Merchandising Display Counter (2)		
Item 4: Corner Counter (2)		
Item 5: Hot Food Counter (2)		
Item 6: Heated Shelf Counter (2)		
Item 7: Cold Food Counter (2)		
Item 8: Electrical Counter (2)		
Item 9: Ice Machine Counter (2)		
Item 10: Cashier Counter (2)		
Package Price		

SIGNATURE OF COMPANY OFFICIAL

DATE

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA
AND/ OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of _____:

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify program may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2_____.

I certify that the Affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

St. Clair County Board of Education

410 Roy Drive
Ashville, Alabama 35953
(205) 594-7131
Fax (205) 594-4441

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the St. Clair County Board of Education

As a Contractor, as defined in the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, to the St. Clair County Board of Education (“the Board”), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately. Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or who fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor’s hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor’s enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys’ fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor’s failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

St. Clair County Board of Education

NON-COLLUSION AFFIDAVIT

I state that I am of _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal. I state that:

(1) The budgets shown in this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP) or Invitation to Bid (ITB).

(2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other firm or person who is a responder or potential responder to this RFP/ITB, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFP/ITB, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form of non-responsive proposal.

(4) The proposal and budget prepared by my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) _____ its affiliated, subsidiaries, officers, directors, and
(Name of Firm)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract.

I state that _____ understands and acknowledges that the
(Name of Firm)

above representations are material and important, and will be relied on by the St. Clair County Board of Education (SCCBOE) in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from SCCBOE of the true facts relating to the submission of proposals for this contract.

Signature

Printed Name

Date