

Alabama School of Cyber Technology and Engineering
229 Wynn Drive NW Huntsville, Alabama 35805
(256) 489-3700
www.ascte.org

BID # 2025-1 Food Service Bid
DATE: February 17, 2025
INSTRUCTION TO BIDDERS

The Alabama School of Cyber Technology and Engineering (ASCTE) will receive sealed bids for BID #2025-1 Food Service Bid hereinafter described and specified in Exhibit A.

All proposals must be in sealed envelopes and shall be in the hands of Andrew Smith, ASCTE Chief Financial Officer, in the Finance Office, ASCTE Academic Building, 229 Wynn Drive NW, Huntsville, AL 35805, no later than **10:30 a.m. on March 6, 2025**. The bid opening will be held in the Finance Office, ASCTE – Academic Building, at 10:30 a.m. (Central Daylight Time) on Thursday, March 6, 2025.

Sealed bids may be mailed to ASCTE, ATTN: Andrew Smith, 229 Wynn Drive NW, Huntsville, AL 35805 or delivered to ASCTE, Finance Office, ASCTE Academic Building, 229 Wynn Drive NW, Huntsville, AL 35805.

INSTRUCTIONS FOR BIDDING

- Bids must be written or typed on this form (or attachments).
- Bidder must give make and model number (if any) and provide such specifications, descriptions, and illustrations as are needed to establish the nature and quality of the goods offered and must be prepared to make a sample available for inspection upon request.
- Mail or send bid to the address at the head of this page and mark the number of this bid outside the sealed envelope shown below. "BID #2025-1." Bid opening will be March 6, 2025 at 10:30 a.m.
- Bids must be in the ASCTE Finance Office at the Academic Building by the time and date shown above.
- Bids will be received until the date and hour set herein. Bids received after the specified bid opening date and time will be considered non-conforming and not opened.
- Samples should be submitted, if possible, before the bid opening.
- Tailgate delivery **will not** be acceptable. Goods must be set inside the building.
- All purchases shipped or delivered "Pre-paid" and shall be bid accordingly.

ASCTE proposes to make all purchases under Alabama Law. As we understand it, the purpose of the Alabama Competitive Bid Law is: (1) to enable Educational Institutions (and other public agencies) to get maximum value in goods and services for the money spent, and (2) to give responsible business concerns a fair opportunity to share in business created through public expenditures.

Records showing the bids received and prices paid for each item will be placed on file and examined by the public upon request. If an order is awarded to someone other than the lowest bidder, a note of explanation will appear in bid records. Mail inquiries about quotations will not be answered.

The organization or individual responding to this request will be referred to as the VENDOR (Food Service Management Company), and the contract will be between the VENDOR and the ASCTE.

This request aims to provide for the operation of the ASCTE's food service program.

The VENDOR will assume responsibility for the efficient management and consulting service of the food program, including purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation.

Proposals for furnishing the equipment shall be filled out where called for in the blank spaces on the bid sheet proposal forms. The original signature shall be in longhand and shall be the legal name of the bidder or the authorized to sign. The completed form should be without interlineations, alteration, or erasure. The original proposal must be submitted in ink. Pencil entries will be considered non-conforming. Any additional copy requirements will be identified in the specifications.

No oral, telegraphic, or telephone proposals or modifications will be accepted.

Before submitting a bid, the bidder shall carefully examine the specifications to inform himself as to all conditions and limitations fully.

The information provided herein is intended to assist the VENDOR in preparing a proposal to respond to this BID appropriately. The BID is designed to give the interested VENDOR sufficient basic information to submit a proposal meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. The VENDOR is at liberty and is encouraged to expand upon the specifications to evidence service capability under any agreement.

All bids shall remain in force for a period of **three (3) Years** and may be rejected by ASCTE at any time before the expiration of this period. ASCTE reserves the right to reject any/or all bids as may be deemed best for his interest and reserves the right to award the contract or contracts to other than the low bidder if in the interest of the ultimate economy and standardization to do so.

All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than specified, pictures, descriptions, and specifications shall accompany all bids. Bidder shall select make and model quoted.

Items furnished as a result of this bid **shall be delivered** to the purchaser and must meet or exceed the specifications indicated on the quotation sheet. Items not conforming to specifications may be rejected and returned at the vendor's expense.

Items not delivered in accordance with the specifications general and/or special conditions of this bid concerning quantity and quality, etc., may be purchased on the open market, and any increase of cost over the bid price shall be charged to the vendor.

A detailed packing slip is required with each shipment identifying items ordered by the school, item number, quantity ordered, quantity shipped, purchase order number, and associated invoice numbers.

All materials, equipment, etc., shall be new and of the kind specified and shall be in undamaged condition when turned over to the owner. The vendor shall be responsible for making any claims for items received damaged in shipment.

All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.

Reference to brand name, manufacturer's suppliers, catalog numbers, etc., are intended to set quality standards and do not exclude bids from others as long as quality standards are met. It is the owner's intent not to accept a lesser quality than is set forth in these specifications. The manufacturer's specifications shall prevail as if written in full detail.

All bidders are to submit bids on bid sheet proposal forms furnished by ASCTE, which are enclosed. All items must have a unit price and an extended price. In case of discrepancies, the unit price shall govern.

LOCATION

The facility includes a kitchen and dining area dedicated to food preparation and dining. ASCTE will furnish kitchen equipment and smallware.

BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS, AND INSTRUCTIONS FOR FUTURE REFERENCE.

GENERAL INFORMATION

1. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed ASCTE's "BID SHEET" (Exhibit A) form and shall govern the selections of the items listed.
2. All bids shall be returned on the form provided by the ASCTE Finance Department.
3. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered non-responsive to the bid request. Three (3) non-responsive bid requests will result in a vendor being removed from the ASCTE's vendor list.
4. Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to the destination shown.
5. In the event of extension error(s), the unit price will prevail, and the bidder's total offer will be corrected accordingly. In the event of addition error(s), the bidder's total will be corrected accordingly. Bidders must check their proposals for any such errors and state the discount(s) in the proposal where applicable. Failure to do so will be at the bidder's risk.
6. The FOB point shall be to ASCTE. Each carton or package for each purchase order is to have the following information: ASCTE, purchase order number, and serial number (if applicable).

7. If installed by the vendor, the vendor is responsible for the prompt removal of all debris resulting from this bid.
8. ASCTE may not award this bid on the basis of the lowest price bid only. Quality, conformity with specifications, the purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder. ASCTE will determine in its sole opinion what it considers to be the best product for the price.
9. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive, and their bid bond/check, if applicable, will be forfeited to ASCTE. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
10. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size, and quality of materials, products, service, or equipment consideration best adapted to the Board's intended use.
11. Vendors shall bid on all items within the specified group/category. It is the intent of ASCTE to award the bid by groupings/categories or as a total package bid award; however, ASCTE reserves the right to award the bid in any manner which will best serve the interest of the ASCTE.

The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective, at no cost to the owner (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification.

1. Additional warranty considerations may be a factor in the bid award.
2. ASCTE is tax-exempt from Alabama Sales and Use Tax, Exemption number EXM-R010511405 (Employer Identification Number 83-1620065). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.

Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging.

1. The bid name, number, and bid opening date shall be written on the outside of the deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
2. ASCTE believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.
3. The contractor must ensure all packaging of food items is wholesome, safe, and in a sanitary condition.

METHOD OF AWARD

ASCTE reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.

- The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications.
- In the event, the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.
- A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting requirements and specifications.
- ASCTE reserves the right to accept or reject any or all bids.
- The decision of ASCTE will be final.
- Award will be made on a unit price basis, extended price basis, or for other reasons mentioned in section I. General Information, Paragraph E. that will best serve the interest of ASCTE.

CONTRACT PERIOD

The contract period shall be for three (3) years.

PRICING

- A. Prices are to be quoted by the "Unit" indicated on the face of the "Bid Sheet" form.
- B. Prices are not to exceed two (2) decimal places.
- C. The bidder offers and agrees to furnish all items upon which prices are quoted, at a price set opposite each item, in the quantity as stated on the bid; delivered to the various locations, in amounts ordered.

ASCTE reserves the privilege to rebid or re-negotiate any item(s) if the price(s) are beyond the amount anticipated or negotiations are unsatisfactory.

QUANTITY

The quantities of items specified herein are based upon estimated use.

Because quantities listed are estimated, they may be increased or decreased according to the needs of ASCTE. ASCTE reserves the right to change the product mix as new products become available or student preferences change.

ASCTE does not guarantee orders in the amounts listed, nor shall the district be required to limit its orders to specific figures. This is an indefinite quantity bid based on estimated usage and average daily participation. The amounts shown are estimates only. ASCTE does not guarantee any specific usage quantities but Exhibit A Bid Specifications provides ASCTE's best estimate of usage.

BACKORDERS

Items temporarily out of stock shall be a minimum. When this occurs, the designated representative may determine the method used to obtain such items. Alternative procurement methods will only be utilized for temporary shortages.

If items are out of stock, the designated representative will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

CANCELLATION

No item in the bid is to be canceled without the prior consent of ASCTE.

TERMINATION OF CONTRACT

Failure on the part of ASCTE or the contractor to meet requirements as stipulated in this contract may result in contract termination.

Each party shall follow the procedure outlined below if a contract is to be terminated. All transactions shall be sent by Registered or Certified mail.

Step 1: Verbal communication with regards to the violation(s).

Step 2: Issue a warning letter and outline violation(s) and the length of time to correct the problem(s).

Step 3: Issue a letter of Intent to Cancel the Contract if the problem is not resolved by the given date.

Step 4: Issue a Letter to Cancel the Contract.

In the event that the physical facilities of the contractor are destroyed by a reasonably unforeseen event, the contractor will not be held liable by ASCTE. The contractor may not be held liable for the terms of the contract should normal fulfillment of the contract be disrupted by a reasonably unforeseen organized labor strike. The credibility of any such labor disruption claim will be verified by ASCTE before allowing the termination of the contract.

DEFAULT

If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by ASCTE, without the consent of said ASCTE, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from ASCTE vendor list, for not less than one (1) year.

Any vendor issuing any type of gift, stamps, premiums, or other types of favor in violation of the Alabama Ethics Law to any employee of ASCTE shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases of ASCTE.

SPECIAL REQUIREMENTS

ASCTE reserves the right to purchase any items inadvertently omitted in the contract from the vendor who is awarded a particular category.

ASCTE reserves the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if the continuation of the contract or category is determined to be inconsistent with the best interests of ASCTE.

IF APPLICABLE: All contractors submitting proposals for the service type and/or construction type contracts shall provide a copy of Huntsville City and all required State of Alabama license(s) within 48 hours of the bid opening date and time. License numbers and residency shall be written on the proposal/quote/bid sheet.

A "General Contractor" is defined to be one who, for a fixed price, commission, fee, or wage, undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

IF APPLICABLE: All proposals shall include Huntsville City Business License number or other applicable Alabama county license number and all required State of Alabama license numbers.

Bidders may be disqualified, and rejection of proposals may be recommended for any of (but not limited to) the following reasons:

- Failure to use the bid forms furnished by ASCTE.
- Lack of signature by an authorized representative on the bid form.
- Failure to properly complete the bid form.
- Lack of vendor compliance.
- Evidence of collusion among bidders
- Unauthorized alteration of the bid form.

ASCTE assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

Where both Instructions To Bidders (ITB) and Specifications in Exhibit A relate to the same thing, the Specifications will prevail; that is, the specific language will take precedence over the more general wording, however, where both the ITB and Specifications may be given reasonable effect, both are to be retained.

MANUFACTURER'S NAME AND SUBSTITUTIONS

Any bidder wishing to supply alternate equipment other than that specified shall submit a request for substitution to ASCTE at the Pre-Bid Conference or at least ten (10) days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled.

If APPLICABLE - Bidders requesting such substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitution will require changes in mechanical or electrical or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution.

1. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.
2. In addition, a request for substitution must be accompanied by the manufacturer's specifications and a "Substitution Request Form," which provides ASCTE with a detailed description of the manner in which the proposed substitution conforms and/or varies from the item specified. No request for substitution will be considered without an accompanying "Substitution Request Form."

It is understood by ASCTE that no agent, dealer, broker, or agency may bind a manufacturer beyond the manufacturer's own printed literature.

1. Therefore, any party submitting a Substitution Request Form stating compliance with a feature specified for the specified prime item or as an option for that item in the manufacturer's literature may be accompanied by a letter on the manufacturer's own letterhead stating that the manufacturer shall comply with the specified feature and such compliance shall not adversely affect the manufacturer's product performance, reliability, durability, appearance or affect the warranty.

If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitution Request Form," the contractor shall, at the discretion of ASCTE, bring the equipment into compliance with the specifications at his own cost. In consideration of the job stage at the time of final inspection, the contractor shall take no more than five working days to make this replacement.

Bidders are encouraged to review the replacement. Bidders are encouraged to review the "Substitution Request Form" prior to using such items in their bid. Awarded contractor shall be responsible for deviations not detailed in the "Substitution Request Form" submitted FROM ANY SOURCE.

1. Approval of submittals by ASCTE does not relieve the contractor of this condition. The "Substitution Request Form" can be found at the end of this document.
2. No request for substitution will be considered after the Pre-Bid Conference or after ten days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled, except in instances where the item is no longer available. ASCTE President or designated representative will approve exceptions when the availability of the product is in question.

**ALABAMA SCHOOL OF CYBER TECHNOLOGY AND ENGINEERING
SUBSTITUTION REQUEST FORM**

VENDOR NAME _____ BID # _____

BID NAME _____

ITEM # _____

ITEM DESCRIPTION _____

REQUESTED SUBSTITUTE _____

HOW IS SUBSTITUTE SIMILAR* _____

HOW IS SUBSTITUTE DIFFERENT* _____

MANUFACTURERS SPECS MUST BE INCLUDED.

APPROVAL DATE APPROVED BY

Proposal Check List

The following is a checklist of requirements developed by the Alabama School of Cyber Technology and Engineering that may assist in the preparation of your proposal. This list is not all-inclusive and is made available for your convenience. The Instructions To Bidders and Addenda (if issued) specify all proposal requirements and should be read thoroughly to ensure that all bid requirements are met. The following list identifies some common reasons why bids are rejected and considered non-responsive:

- Bid opening date and time (late submission)
- Original signatures and date on proposal required (copies submitted)
- The proposal should be without interlineations, alteration, or erasure (do not use white out, do not line through and initial, do not change figures on pricing sheet, etc. Pricing sheet should be without corrections.) ***
- Bid Bond/Certified Check requirements (in bold print on 2nd page), **if applicable** ***
- Product specifications do not meet requirements.
- Incomplete bids ***
- Bids not identified on UPS, Federal Express, etc. packages, thus inadvertently opened ***
- Copies of licenses not submitted when required along with license number written on bid sheet ***
- Failure to use bid forms supplied with bid packet
- Failure to fill out bid form correctly.
- Late substitution requests (see X. Manufacturer's Name and Substitutions) ***

Note: *** - Most common reasons why bids are rejected.

Please read the Instructions To Bidders for specific requirements as they can change from bid to bid. The goal of the Alabama School of Cyber Technology and Engineering is to provide for fair and open competition. Following the Instructions to Bidders will ensure that all proposals are considered.

Thank you.

Certification of Pricing Sheet

VENDOR NAME: _____

VENDOR MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____ FAX NUMBER: _____

BUSINESS LICENSE NO.: _____

MINORITY BUSINESS: YES OR NO (IF YES, PLEASE PROVIDE DOCUMENTATION)

IF NO BID, STATE REASON: _____

POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be available for review by interested parties at the locations where bids were opened. Failure to file a protest within 72 hours after bid opening shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for NINETY (90) days pending evaluation.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements in submitting a bid to an agency of the State of Alabama. The bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Alabama all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Alabama for price-fixing relating to the particular commodities or services purchased or acquired by the State of Alabama. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Authorized Signature Date

****PLEASE RETURN THIS SHEET WITH PRICING SHEET****

NEW VENDOR CONTACT INFORMATION

This form is to be completed before the Alabama School of Cyber Technology and Engineering can conduct business with the vendor.

The information provided below will be used to convey correspondence with the company.

COMPANY NAME: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

Please ensure you have attached a W-9 to this worksheet.

Failure to do so will result in a delay in payment.

****Please remit a W-9 along with your bid packet ****

For Business Office Use Only

Date of Contact: _____

Vendor #: _____

Virtual Payment Vendor: _____

Alabama School of Cyber Technology and Engineering
BID # 2025-1 Food Service Bid

EXHIBIT A

The intent of this request for proposal is to provide management and consulting services for the food services department of ASCTE and to cooperatively plan and implement a food service operation that is satisfying to the students, administration, and staff. The following conditions must be met at a minimum and addressed in the proposal:

1. The Vendor must be of sufficient size and expertise to furnish the resources needed to aid the school in managing and upgrading its food services operation. The qualification data shall be submitted by each contractor along with the sealed proposal.
 - The interested company must have been doing business for five consecutive years or more with independent boarding schools with enrollment not greater than 500 students.
 - The interested company must be presently operating a minimum of three (3) successful food service operations in the State of Alabama or at minimum in the Southeast.
 - Annual audited financial statements issued by a certified public accountant for the past two (2) consecutive years must be included with the proposal.
 - The interested company must demonstrate working with a diverse staff and student population.
2. The VENDOR must have extensive involvement and experience in the independent school food services field in the areas of designing facilities, selecting, and procuring food service equipment, nutrition, menu planning, on-site production, quality control, employee supervision, staff management training, employee motivation, marketing, and public relations. The development of model programs in these areas will be advantageous.
3. The VENDOR must provide a resident manager to direct the food services program and to implement upgrades mutually agreed upon by both the school and the VENDOR.
4. All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

OBJECTIVES OF ASCTE

The successful VENDOR shall conduct the food service program in a manner that best fulfills the following program and upgrade objectives:

1. To provide an appealing and nutritionally sound meal for students as economically as possible.
2. To promote nutritional awareness whenever the food service can interface with school programs.
3. Maintain strong participation at all levels of our program by improving food quality at the service point, by upgrading equipment and facilities, by seeking student and parent input, by successful menu variation and planning, by better marketing techniques, and by a strong emphasis on public relations.
4. Provide a management staff and structure which will offer adequate help and focus on ensuring that the school's food service program is one of consistently top quality and is regarded positively by students, staff, and parents.
5. Establish a formal structure to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.
6. Establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.
7. Establish and conduct management and staff training programs that will ensure staff development, proper supervision, and consistent quality control both in production and service.
8. Provide a financial reporting system that meets federal and State requirements.

PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference. All questions asked either in writing or orally shall be transcribed by ASCTE and sent to all bidders with an answer.

SCOPE AND PURPOSE

1. The School

- The school shall retain control of the quality, extent, and general nature of the food service program and prices to be charged.
- The school shall be responsible for the cost of the food service program as indicated in the bid specifications and entitled to all receipts.
- The school shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of the State of Alabama and the United States Department of Agriculture when applicable.

2. The VENDOR

- The VENDOR shall be an independent contractor and not an employee of the school, nor are the employees of the VENDOR employees of the school.
- The VENDOR, as an independent contractor, shall have the exclusive right to operate the food service program.
- The VENDOR shall receive an annual fee for its management-labor expenditures and management fee. This fee will include all VENDOR direct and indirect expenditures relating to the management of ASCTE's food services. All other program expenses for food, supplies, labor, etc., shall be paid directly by the school to the VENDOR.
- The VENDOR shall promote nutrition-health education.

3. Food Service Program

- Lunch, milk, and snack food will be provided in accordance with the terms and conditions specified on Schedule B.
- ASCTE does not participate in the National School Lunch program.

SPECIFICATIONS

1. VENDOR costs shall include all direct and indirect expenditures relating to the management of ASCTE's food services. These figures should be submitted on "Financial Worksheet Schedule C."
2. The contractor shall submit a budget in June of each year, earlier if requested, to be used by the school in its budget process for the following fiscal year of service (September 1). **ASCTE shall retain ultimate control over meal prices, labor costs, food costs, and other appropriate elements of the food service program.**
3. Terms of the actual agreement with the successful VENDOR will be developed through negotiation and shall be consistent with the rights reserved by the school as described herein.
4. ASCTE and VENDOR Responsibilities
 - A. Equipment – ASCTE
 - All food preparation and serving equipment owned by ASCTE shall remain on the premises of the ASCTE.
 - ASCTE shall be responsible for any equipment repair which may arise due to equipment malfunction or loss of electrical power not within the control of the VENDOR.
 - ASCTE will provide a physical inventory of supplies and equipment available for use by the VENDOR.
 - ASCTE shall not be responsible for loss or damage to equipment owned by the VENDOR and located on the school's premises.
 - ASCTE shall furnish and install any equipment or make any structural changes needed to comply with Federal, State, and local laws.
 - B. Equipment - VENDOR
 - All food preparation and serving equipment owned by ASCTE shall remain on the premises of the ASCTE.

- The VENDOR shall notify ASCTE of any equipment belonging to the contractor on ASCTE premises within ten (10) days of its placement on the school's premises.
- The VENDOR shall recommend to ASCTE the purchase of new or replacement equipment as needed.
- The VENDOR shall account for all equipment and protect it from pilferage or destruction.
- The VENDOR shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to ASCTE and comply with all applicable laws, ordinances, rules, and regulations of Federal, State, and local authorities.
- VENDOR shall provide equipment that it deems necessary for administering records to support the monthly claim for reimbursement, inclusive of a computer and printer.

C. Repairs – ASCTE

ASCTE will be responsible for:

- All maintenance of ASCTE owned equipment in need of repair.
- Maintaining the facilities in a good state of repair and free from vermin.
- Repairing all permanent fixtures such as faucets, lights, sewers, air conditioning, heating, and all other electrical work not considered to be food equipment.

D. Repairs - VENDOR

- All maintenance of vendor owned equipment in need of repair.

E. Use of Facilities - ASCTE

- ASCTE shall furnish, at its expense space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnished hereunder.
- ASCTE shall make available without cost to the VENDOR areas of the premises agreeable to both parties in which the VENDOR shall render its services; such area or areas reasonably necessary for providing efficient food service.
- ASCTE may request of the VENDOR additional food service programs; however, the school reserves the right, at its sole discretion, to sell or dispense any food or beverage, or allow the use of the facility by outside groups, before or after the school's regularly scheduled lunch, provided such use does not interfere with the operations of the School Food Service Program.
- If ASCTE approves the use of the facilities for extracurricular activities before or after the school's regularly scheduled meal periods, the school shall return facilities and equipment to the VENDOR in the same condition as received, normal wear, and tear accepted.
- ASCTE shall have unlimited access to all areas used by the VENDOR for purposes of inspections and audits, including financial records.

F. Sanitation/Safety - ASCTE

- ASCTE shall be responsible for the cleaning of ducts and hoods above the filter line and floors in the dining, serving, and kitchen areas; also, the tables and chairs in the dining areas.
- ASCTE shall be responsible for painting and/or decorating within the kitchen and dining areas.

G. Sanitation/Safety - VENDOR

- The VENDOR shall place garbage and trash in designated areas and shall remove all garbage and trash from the building.
- The VENDOR shall comply with all local and State sanitation requirements in the preparation of food.
- The VENDOR shall maintain safety programs for employees as required.

- The VENDOR will provide sanitation standards covering housekeeping, preparation, storage, employees, and equipment. The VENDOR will also make adjustments to practices and the operation of equipment as required.
- The VENDOR shall cooperate in any of ASCTE's recycling program efforts.

H. Employees

- The proposal shall reflect that all current and/or future employees of the School Food Service shall be employees of the VENDOR. All decisions related to staffing shall be made by the VENDOR in collaboration with the ASCTE.
- The VENDOR is solely responsible for the payment of all Federal, State, and Local payroll taxes for its employees.
- The VENDOR shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances, and Workers' Compensation. All food service employees shall comply with all rules of ASCTE.
- The VENDOR and its employees shall comply with all wage and hours of employment requirements of Federal and State law.
- All employees of the VENDOR shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes.
- The VENDOR shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto.
- The VENDOR shall maintain its own personnel policies and fringe benefits for its employees, subject to review by ASCTE.
- The VENDOR shall instruct its employees to abide by the policies, rules, and regulations with respect to its use of ASCTE premises as established from time to time and which are furnished in writing to the VENDOR.

I. Menu Cycle

- The VENDOR will submit with the proposal a thirty (30) day cycle menu and a Daily Menu Pattern for ASCTE. The VENDOR must adhere to this cycle for the first thirty (30) days of meal service; thereafter, changes may be made with the mutual agreement of ASCTE and the VENDOR. However, the menu standard, as presented in the first thirty (30) day menu and the

Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered.

J. Purchase Specifications

- The VENDOR shall be responsible for purchasing standards and specifications to bring about the best quality and price for ASCTE's food service program. The grade, purchase unit, style, weight, ingredients, formulations, etc., as agreed by the school, shall be compiled by the VENDOR. The minimum procurement specifications are listed on Schedule A.

K. Meals

- The VENDOR shall use ASCTE facilities for the preparation of food to be served in the designated food service areas.
- All food preparation relative to the School Food Service Program shall occur on-premise at ASCTE.

L. Menus

- The VENDOR shall provide, upon request by ASCTE, menus to be reviewed by a nutrition committee, approved by the school, and available for distribution ten (10) days prior to preparation and service of foods.

M. Inventory, Storage, and Procurement of Food

- The VENDOR shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. ASCTE shall receive any discounts or rebates for purchases made on behalf of the school.
- Ownership of beginning and ending inventory of food and supplies shall remain with ASCTE.
- The VENDOR shall honor existing contracts if advantageous to the ASCTE.
- The VENDOR shall maintain adequate storage practices, inventory, and control of federally donated foods.
- The VENDOR and ASCTE shall inventory the equipment and commodities owned by the school at the beginning of the contract year, including but not limited to flatware, trays, chinaware, glassware, kitchen utensils, and food commodities.

N. Financial Accounting, Reporting Systems, and Records

- The VENDOR shall request, receive, and verify for payment all supplies used in conjunction with the food service program.

- The VENDOR shall bill the ASCTE for its management-labor expenditures and management fee. This fee will include all VENDOR direct and indirect expenditures relating to the management of ASCTE food services.
- The ASCTE shall make payment within thirty (30) days to the VENDOR after submission of an invoice.
- No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet the detailed specifications for each component in the meal pattern or do not otherwise meet the requirements of the contract.

O. Communications and Meetings

- The VENDOR shall provide time for regular meetings between the Food Service Director and the Chief Financial Officer and other students and staff to determine ways to improve the program.
- The VENDOR will see that the Food Service Director is available for school meetings when food service matters are on the agenda or participation of the Food Service Director is requested.

P. Nutrition Education

- The VENDOR shall promote the nutritional education aspects of the school's food service program and cooperate in the efforts of the school to coordinate these aspects with classroom instruction.

Q. Licenses, Fees, Taxes

- The VENDOR shall obtain and post all applicable health permits for its facilities.
- The VENDOR shall comply with all health and safety regulations required by Federal, State, or local law.
- The VENDOR shall comply with all building rules and regulations.
- The VENDOR shall have State or local health certification for any facility outside the school in which it proposes to prepare meals, and the VENDOR shall maintain this health certification for the duration of the contract.

R. Term, Termination

- The contract shall become effective on July 1, 2025, and terminate on June 30, 2028.
- ASCTE or the VENDOR may terminate the contract by giving sixty (120) days written notice.
- Neither the VENDOR nor the ASCTE shall be responsible for any losses if the fulfillment of the terms of the contract should be delayed by wars, acts of public enemies, strikes, fires, floods, an act of God, pandemic and national health situations, or any acts not within the control of either the VENDOR or ASCTE, and which by the exercise of due diligence it is unable to prevent.

S. Transition

- The VENDOR shall submit with its proposal a transition plan which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.

T. Financial Arrangements

- N/A

U. Special and General Conditions

- The VENDOR will comply with the Special and General Conditions attached hereto and in all respects made a part of this bid.
- The VENDOR shall adhere to all applicable Pure Food Laws, and all related regulations prescribed by the Federal Government, the State of Alabama, the local Department of Health, and the VENDOR will comply with the rules and regulations as established by ASCTE and with State and/or County Laws, etc., covering and controlling food services at the facilities.
- The VENDOR shall provide catering service for ASCTE special functions when requested. Catering services shall be invoiced separately.
- No alterations, changes, or improvements shall be made to the areas granted to the VENDOR without obtaining the prior written permission of ASCTE with the final decision as to alterations, changes, or improvements reserved solely for ASCTE.

V. Legal Requirements

- Any proposals submitted shall be in accordance with the laws, regulations, and standards of the State of Alabama.

W. Submission of Proposals

- Proposals shall include the financial form provided by ASCTE reflected as Schedule C.
- Clarification of interpretation must be made to ASCTE prior to submission of a proposal.

X. Acceptance of Proposals and Awards

1. It is the intent of ASCTE to accept the proposal that will best promote the public interest and is most advantageous to ASCTE. The following criteria will be used in evaluating all proposals:

- The quality of the food service program and service to be provided. Shall include but not be limited to the twenty-one (21) day menu and menu format.
- The accuracy of data submitted to support the BID.
- The demonstrated ability and experience of the VENDOR to perform under the terms and conditions of the BID.
- Service programs offered by the VENDOR that will complement and enhance the School Food Service Program.
- The financial stability of the VENDOR.
- Corporate capability and experience. We will consider the corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of schools served, client retention, and references.
- The qualifications and experience of the VENDOR management personnel that are to be assigned to ASCTE.
- Demonstration of having a complete understanding of ASCTE's Food Service Program and its service requirements.
- Evidence of training programs for both management and hourly food service employees.
- Evidence of a Nutrition Education/Awareness Program.
- Evidence of a comprehensive food handling, housekeeping, and sanitation program.

- Proposed management staffing.
- The cost of the proposal.

The VENDOR must submit with its proposal information regarding the above criteria.

Y. Detailed Discussion

This section should constitute the major portion of the proposal and must contain at least the following information:

(1) Experience, References, and Service Capability

- Describe the VENDOR's experience as managers and consultants of food service operations in general and independent schools in particular.
- Include a list of similar operations and locations where you are operating School Food Service Programs (a minimum of ten (10) required). List the name and phone number of the administrator capable of commenting on VENDOR's performance.
- Include resume or listing of the qualifications of the proposed Resident Food Service Director for ASCTE.
- Include resume and background of the person who will supervise the work of the Resident Manager and how VENDOR will ensure the best performance.
- Include a table of company organization and a plan for the management, supervision, and staffing proposed under this contract.
- Company organization, including all positions that are non-school based, that relate to this proposal.

(2) Financial Condition

- Provide data to indicate the financial condition of the VENDOR, including an audited financial statement for the last two (2) years.

(3) Personnel Management and Training

- What is VENDOR's personnel management philosophy, particularly regarding resident managers and their relationship to existing staff?
- Describe training and development programs you will provide for employees and management personnel.
- How does VENDOR attempt to improve employee morale and reduce turnover?

(4) Innovation and Promotion of the School Food Service Program

- How would your program at ASCTE differ from current operations? Describe the costs and benefits of your proposed changes.
- Describe how you would implement changes.
- How would you involve employees to use their expertise and experience in making future innovations?
- Examples of service and merchandising programs.

(5) Involvement of Students, Staff, and Parents

- What is your philosophy and plans regarding the involvement of students, teachers, building administrators, and parents in program evaluation and selection of menus, discussion of nutritional issues, etc.? Provide examples of involvement effort and results by the client.

(6) Menu Selection, Food Quality, and Portion Size

(a) Describe your philosophy for each of the following:

- Menu selection (include menus you will implement)
- Food Quality
- Food Quantities and Portion Control

(b) Actual menus to be implemented.

(7) Cost Information

- If consulting services are not covered in management fees, list those services along with the extra charges.
- List payment terms and arrangements.
- Complete budgeted financial forms provided in Schedule C.

(8) Performance

- N/A

(9) Other Required Information

- Provide a copy of the contract that will be presented for signature by the VENDOR.
- Provide a list of the primary food vendors you would use for this account.

(10) Submission of Proposal

- Portions of the proposal shall be submitted on the blank financial forms provided by ASCTE that are attached to the BID.
- Clarification of interpretation must be made to ASCTE prior to submission of a proposal.
- VENDORS are requested to mark any specific information contained in their proposal which is not to be disclosed to the public or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

**PROCUREMENT SPECIFICATIONS
SCHEDULE A**

MINIMUM REQUIREMENTS

Dairy Products Grade A

Meat USDA Inspected

Fish US Government Inspected

Poultry USDA Inspected

Canned Fruit & Vegetables U.S. Grade A Choice

Fresh Fruits & Vegetables US. No. 1 Grade

Frozen Fruit & Vegetables Highest quality

Bread Packaged bread and buns to be
manufacturer's dated for freshness

SCHEDULE B - Program

Vendors should consider the following information in developing their proposal:

Facilities:

One (1) Dining Hall – seats 150
One (1) Kitchen

Staff:

1 – FT Food Service Director (employee of VENDOR)
1 – FT Day Food Service Assistant Director (employee of VENDOR)
1 – FT Evening/Weekend Food Service Assistant Director (employee of VENDOR)
2-4 – FT Food Service employees (employees of VENDOR)

Program:

o 248 feeding days (186 weekday days & 62 weekend days)

2025-2026:

Monday - Friday

o Breakfast (07:00-08:30): Average 400 students (115 Boarders / 285 Day) and average 55 staff
o Lunch (3 waves starting 11:00-13:00): Average 400 students (115 Boarders / 285 Day) and average 75 staff
o Dinner (17:00-18:00): Average 115 students (115 Boarders) and average 25 staff

Saturday and Sunday

o Brunch (11:00-12:00): Average 115 students (115 Boarders) and average 20 staff
o Dinner (17:00-18:00): Average 115 students (115 Boarders) and average 20 staff

2026-2027:

Monday - Friday

o Breakfast (07:00-08:30): Average 400 students (115 Boarders / 285 Day) and average 55 staff
o Lunch (3 waves starting 11:00-13:00): Average 400 students (115 Boarders / 285 Day) and average 75 staff
o Dinner (17:00-18:00): Average 115 students (115 Boarders) and average 25 staff

Saturday and Sunday

Brunch (11:00-12:00): Average 115 students (115 Boarders) and average 20 staff
o Dinner (17:00-18:00): Average 115 students (115 Boarders) and average 20 staff

2027-2028:

Monday - Friday

- o Breakfast (07:00-08:30): Average 400 students (115 Boarders / 285 Day) and average 55 staff
- o Lunch (3 waves starting 11:00-13:00): Average 400 students (115 Boarders / 285 Day) and average 75 staff
- o Dinner (17:00-18:00): Average 115 students (115 Boarders) and average 25 staff

Saturday and Sunday

- o Brunch (11:00-12:00): Average 115 students (115 Boarders) and average 20 staff
- o Dinner (17:00-18:00): Average 115 students (115 Boarders) and average 20 staff

- o Catering school events – when requested (approx. 15-25 events annually).
- o Summer programs – Approximately 3-4 groups



FINANCIAL WORKSHEET SCHEDULE C

Payroll and Benefits	\$ _____
Other Direct Costs (e.g., travel, office supplies, training)	\$ _____
Sub-Total	\$ _____
Management Fee	\$ _____
<u>BID Determining-Total</u>	\$ _____
Anticipated food Costs	\$ _____
TOTAL:	\$ _____