

April 29, 2025

Floor Machine - Equipment and Repair Services
BCS-2025-115
(Amendment 1)

The Bessemer City Board of Education will accept sealed bids for **Child Nutrition Floor Machine Equipment and Repair Services**. All respondents are required to submit 3 (three) copies of their bid.

SEALED BIDS WILL BE RECEIVED BY THE FINANCE DEPARTMENT LOCATED AT BESSEMER CITY BOARD OF EDUCATION, 1621 5TH AVENUE NORTH, BESSEMER, AL 35020 UNTIL May 23rd, 2025. All envelopes (inside & outside) MUST be labeled, whether mailed or hand-delivered, with bid number to:

BCS-2025-115
Child Nutrition Floor Machine - Equipment and Service/Repair
Bessemer Board of Education
ATTN: Crystal Billingsley, Briggs
1621 5th Avenue North Bessemer, AL 35020

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE BIDS ARE RECEIVED IN THE FINANCE DEPARTMENT ON/BEFORE **May 23, 2025 at 4:00 pm ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED. BIDDER MUST USE THIS FORM AND RETURN IN ITS ENTIRETY.**

Activity	Date
RFP Amendment Posted	May 6, 2025
Proposals Due	May 23, 2025 at 4:00 pm
Bid Opening	May 28, 2025 at 11:00 am
Commencement of Services	June 23, 2025

For further information, related to the bid process, you should contact Sharon Sanders, Director-Child Nutrition, by phone at 205-645-3608 or email at shsanders@bessk12.org.

Terms, conditions, and criteria applicable to bids and contracts awarded pursuant thereto:

SECTION I-GENERAL INFORMATION

1. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsive, responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods or services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of delivery (including date, point of delivery or pickup, and transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidders' ability to meet the requirements of the invitation to bid.
2. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects, be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.
3. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to the Bessemer City Board of Education ("the Board") their fitness and ability to provide the product, material, or service on the terms and conditions specified. Prospective vendors shall be responsible for advising the Board of their desire to be included in invitations to bid. The Board reserves the right not to solicit, receive, or entertain bids from vendors which have not responded to previous invitations, which have not performed to the satisfaction of the Board in previous transactions, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the Board.
4. **Insurance Requirements:** Bidders or its contractor shall provide commercial general liability insurance coverage with a minimum aggregate limit of not less than one million dollars for personal injury, bodily injury or death and property damage arising out of any one occurrence. Said liability policy shall be endorsed to include the Bessemer City Board of Education as an additional insurer on a primary and on – contributory basis and the insurance carrier shall provide coverage and a defense to the Bessemer City Board of Education, its agents, servants, officers, board members and employees. Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverage(s) to be specified in the invitation.

5. **Advance Provisions or Samples:** The Board reserves the right to request demonstrations or samples of products or services before an award is made. The vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within one month, the Bessemer City Board of Education will dispose of the product. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.
6. **Discretion to Reject Bid:** The Bessemer City Board of Education expressly reserves the right to reject all bids or parts thereof in its sole discretion.
7. **Hold Harmless:** Contracting party agrees to indemnify, hold harmless and defend Bessemer City Schools, its elected officers and employees (hereinafter referred to in this paragraph collectively as "Bessemer"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon Bessemer because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of Bessemer, or its employees. Before beginning work, the contracting party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employers' Liability.
8. **Local Preference:** In awarding the contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contract only on the same basis as nonresidential bidder's state awards contracts to Alabama contractors bidding under similar circumstances.



-
9. **Equivalent Bids:** Bid specifications that refer to company names, brand names, or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed that offer products, materials, or services of equivalent (or better) utility and quality. Bids proposing an equivalent product, service, or material should include a complete explanation of the nature of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. *The Board or its agents will be the sole party responsible for determining equal or better bids.*
 10. **Delivery Terms:** Purchase orders will be issued as deliveries are required. No back orders will be accepted. Purchase order numbers must appear on all invoices. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery; will constitute sufficient grounds for cancellation of the order at the option of the Bessemer City Board of Education.
 11. **Taxes:** The Bessemer City Board of Education is exempt from all taxes; 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.
 12. **Bidder's Certification:** Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of the Bessemer City Board of Education.
 13. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:
 - a. Failure to mark the envelope as required.
 - b. Failure to sign the bid documents on any signature line.
 - c. Failure to include requested information (example, deviations).
 - d. Excessive errors.
 - e. Failure to include bid bond (if required).
 - f. Failure to have an original signature on the bid form or a faxed copy is not acceptable.
 - g. Failure to attend the pre-bid meeting (if required).
 - h. This "Request for Proposal" shall not be altered by the bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this may result in the bid being disqualified.
 - i. Failure to provide all information requested, as requested.

-
14. **Reduction in Pricing:** In the event the vendor receives a reduction in cost from the supplier or manufacturer, the Bessemer City Board of Education shall receive the benefit of such a reduction on any undelivered portion of the contract.
15. **Sales and Use Tax Transactions:**
- Direct Purchase Transactions:** The Bessemer City Board of Education is exempt from all taxes; 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.
16. **Waive informality, technicality or irregularity:** The Bessemer City Board of Education, or its Agent, shall have the right to waive any informality, technicality, or irregularity.
17. **Termination of contract:** The Bessemer City Board of Education has the right to cancel any contract, in accordance with Procurement Contract Rules and regulations, for cause, including but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional statutory provisions by state or federal law; and (6) substantial change in the financial or economic condition of the Bessemer City Board of Education, (7) failure to resolve billing issues in a timely manner, (8) any other breach of contract. If the contract is terminated, the contract may be awarded to the next lowest responsible bidder.
18. **Pricing:** Vendor agrees that the Bessemer City Board of Education will be charged no more for item(s) bid than the State of Alabama or P.A.C.A. contracts. Prices must be firm for each contract period and must include transportation, handling, packaging, and any service charges. Increase in unit prices, if any, for subsequent periods shall be within the percentage of increase allowed by the "Invitation" and must be submitted thirty days prior to the contract expiration date. Notification and documentation of increase shall be submitted to the Bids and Contracts Director for approval. Contract renewal/extension will constitute acceptance of price increases. No additional charges/surcharges are allowed other than the pricing specified within the bid document.
19. **Alternative Purchasing:** The Bessemer City Board of Education reserves the right to purchase any product identified on this bid from another valid governmental bid should the alternate bid pricing be lower than the pricing on this bid.
-



20. **Smoke-Free Policy:** All Bessemer City Board of Education facilities and offices are smoke-free environments. All potential and successful bidders must abide by this policy.
21. **Deviation Disclosure:** Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in the disqualification of the vendor.
22. **Collusion:** The Board will not be a party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.
23. **Certificate of Eligibility:** All potential vendors must disclose eligibility to bid on the project. Complete the enclosed Certificate of Eligibility.
24. **Vendor Guidelines:** All vendors doing business with the Bessemer City Schools are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Bessemer City Schools when returning your proposal.
25. **Compliance with Bonding Requirements:** Under the Alabama Bid Law it is at the owners' discretion whether or not to ask for bonding requirements for any contract exceeding \$10,000.00. Therefore, for this RFP, the bidder is required to submit a surety bond with this proposal.
26. **Audit:** For the purpose of verifying pricing, the successful bidder must agree to allow the Bessemer City Board of Education to audit-related records with 72-hour notice.
27. **NO OTHER CONTRACT, OR AGREEMENT TO PURCHASE OR LEASE WILL BE SIGNED BY THE COUNTY OTHER THAN COUNTY ISSUED PURCHASE ORDERS.**
28. **Immigration Law:** 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 and/or any damages.

Authorized Signature

Title

Date

SECTION II-GENERAL INFORMATION

INSURANCE: Bidders or its contractor shall provide commercial general liability insurance coverage with a minimum aggregate limit of not less than one million dollars for personal injury, bodily injury or death and property damage arising out of any one occurrence. Said liability policy shall be endorsed to include the Bessemer City School Board of Education as an additional insured on a primary and on – contributory basis and the insurance carrier shall provide coverage and a defense to the Bessemer City Schools Board of Education, its agents, servants, officers, board members and employees. Bidders may be required to furnish evidence of appropriate liability, workers compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverage(s) to be specified in the invitation.

Insurance Minimum Coverage: *The contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with Bessemer City Board of Education.*

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

PROPOSAL INSTRUCTIONS: *In order to facilitate the analysis of responses to this bid, Bidders are required to prepare their responses in accordance with the instructions outlined in this section. Responses not complying with this format may be considered non-responsive and may be removed from consideration on this basis. All costs incurred by the Bidder in preparing the response or costs incurred in any other manner by the Bidder with regard to this*

BID will be wholly the responsibility of the bidder. All responses, materials, supporting materials, correspondence, and documents submitted by the Bidder become the property of the Bessemer City Board of Education and will not be returned.

VENDOR'S COSTS: *Costs for developing responses are entirely the responsibility of the Vendor and shall not be chargeable to Bessemer City Schools. Responses should be prepared as simply as possible and provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the Bid. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.*

Minimum Qualifications

- 1. Successful bidder shall have a minimum of three (3) years providing services of similar size, nature and complexity to that specified and experience doing business under the same firm name in which the bids are submitted. Joint venture contracts will not be considered.*
- 2. Successful bidder shall have a bonding capacity of at least \$100,000.*

Overview: *The purpose of this "Invitation to Bid" is to establish a contract for both the purchase and delivery for all items indicated along with service/repair of all floor equipment once the standard manufacturer's warranty has expired. It is the intent of this "Invitation" to include, not only the identified core items, but also other non-specified related or similar equipment items.*

Bidder must bid on and be able to provide all core items, in addition it is desirable for the vendor to have a suitable selection of related non-specified similar or related equipment items.

School District Profile: *Seven (7) school cafeterias. Attached is a list of school locations.*

Award: *The following criteria will be considered in evaluating and awarding this bid:*

- 1) the general criteria for awarding bids, as included in Section I- General Information*
- 2) the total extended cost for category #1 (equipment) and category #2 hourly cost*



per man for service/repair. The available selection and variety of other non-specified similar or related equipment may also be a consideration in the award of this bid. Bidders must bid on all items. BIDDERS MUST INITIAL THAT THEY AGREE WITH THE 10% DISCOUNT FROM CATALOG/PUBLISHED PRICING for other non-specified equipment and for other parts and materials needed to successfully repair/service the equipment. In addition, bidder must initial and agree to the one-time service charge fee of \$35.00 (service/repair) per service call/visit. Failure to initial in agreement to all terms may determine your bid to be non-responsive.

Continuance of Contract: *The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow continuation of this contract, the contract shall terminate on the date when funds are no longer available.*

Compliance: *In the event the lowest bidder refuses to accept all the requirements set forth in this bid without deviation, that bid will then be considered as non-respondent. In this case, the award of this contract will be rescinded with the new award going to the next low bidder meeting specifications.*

Bid Bond: *A bid bond isn't required for this bid.*

Conformity to Specifications: *It is acknowledged that all manufacturers have design differences and that no two products are designed identically. Therefore, products will be evaluated based on the overall quality or design, the quality of materials, the integrity of the construction system as well as functionality and conformity to the intended application.*

Pending Legal Actions: *Disclose all past or present legal actions or party to all legal actions involved in for this service or product. Failure of accurate disclosure may result in bidder being disqualified.*

Contract Period: *The contract pricing submitted must be effective for six months from date of award with an option to renew every six months not to exceed five years under the same terms and conditions with written agreement between both parties.*

Price Adjustments/Equipment Only: *Prices submitted must be honored for the initial term of the contract. Increases or decreases in unit prices for any products included on this bid as*

either a core item or a non-specified catalog item will be limited to the vendors actual cost increase or decrease with a maximum annual increase of no more than 10 %. A price increase will only be accepted at the time of the renewal extension. Any price increase request must be made in writing, supported by proper documentation from the manufacturer or mill involved, and must be received for consideration by the Bids and Contracts Department, at least 90 days prior to the annual expiration date.

Any price increase must be based on the new prevailing manufacturer's selling price for the specific product, and must be consistent for the manufacturer's general increase for all accounts. In the absence of proper documentation supporting a price increase, prices will remain the same as the previous year's prices.

Quantities/Equipment: *Quantities are unknown. The Jefferson County Board of Education does not obligate itself to purchase any quantity, however the price offered per item must be allowed the entire term of the contract.*

Other Non- Specified Similar or Related Equipment: *The Bessemer City Schools Board of Education has attempted to identify a comprehensive core item list of floor equipment that has proven to be acceptable and useful at the local school. However, in order to meet the diversified needs of the school district, the successful bidder must also be able to provide, in addition to the listed core items, an adequate selection and variety of non-specified similar equipment. Therefore, the Board, through this "Invitation", reserves the right to purchase additional non-specified catalog items at the following discount from published list catalog pricing: - @ 10% off published list price.*

While it is anticipated that the majority of purchases will be for core items, it is recognized that additional purchases may be made for non-specified items. The Board also reserves the right to purchase non specified similar or related equipment items at the indicated discount from catalog or published price. Contract can be terminated if catalog pricing quoted to Bessemer City Schools Board of Education exceeds other published pricing.

% Discount Off List Price/Parts: *The purpose of identifying the 10% discount off list price is to allow the Jefferson County Board of Education to buy parts from this bid so that the machines can be serviced and maintained properly.*

Substitution: *The item, manufacturers or brands listed in this "Invitation to Bid" have proven to be of a grade, quality and availability which are acceptable to the Bessemer City School Board of Education. Therefore, substitutions for the product specified will not be considered. Only those products that meet or exceed the product and performance specifications as an equal will be considered. When submitting an item as an equal, you should provide a comparison of the specifications for the equal versus the product specified on the form included. The burden of proving a product as an equal to that specified shall fall to the vendor submitting the proposal.*

Product Evaluation: Bidder will deliver, upon request, a sample of each item on which he has bid for evaluation within 7 days (s) of request. Failure to provide the sample (s) within this time frame will result in rejection of the product from award consideration.

Unsatisfactory Product: *After the award of the bid, on the rare occasion when a substituted product submitted as an equal does not meet expectations for a significant number of schools, bidder must replace this item with one found to be satisfactory. Failure to provide a satisfactory substitute will be sufficient reason to terminate this contract.*

Discontinued Items: *In the event the model or item specified is discontinued, replaced or can otherwise no longer be acquired, bidder should submit the generally accepted replacement model or item at the same bid price. Such substitutes should be acknowledged and identified with appropriate model or item numbers.*

Catalogue/Order Form: *Successful bidder must submit a list of equipment/catalogue of their "entire product line within three weeks after bid is awarded. This should include both the core products and their inventory of all other non-specified equipment. This list/catalogue shall provide the following information:*

1. Available items with identifying number
2. Description
3. Manufacturer
4. Price
5. Size.

Three weeks upon receiving the bid, the successful vendor must provide this list/catalogue to each school and appropriate department. Should the initial bid be extended for either year 2

or year 2 and 3, the successful bidder shall provide to each school a revised edition of the list/catalog or online selection.

Audit: Successful bidder must agree to allow the Bessemer City Schools Board of Education to audit related records with a 48-hour notice. The discount from retail price must be consistent with prices submitted for the core items.

Packaging of Orders: School and Department orders must be packaged by Purchase Order number.

Billing: The successful bidder will bill each school or department individually.

Assistance: Successful bidder must provide assistance in the preparation of the next bid by providing relevant information about the current bid including, but not limited to, quantities, products, sales volume, etc.

Penalty: The Bessemer City Schools Board of Education reserves the right to terminate this contract on 30 days' written notice to the successful bidder (s). Factors to be considered in termination of this contract will include but may not be limited to:

- 1.) if deliveries are not made as specified,
- 2.) a non-core product or a product submitted as an equal fail to perform as expected resulting in a significant number of schools being dissatisfied,
- 3.) Billing issues cannot be resolved in a satisfactory and timely manner or,
- 4.) if pricing becomes inconsistent with industry standard or other pricing benchmarks, i.e. State Contract, Omnia, etc.
- 5.) if the service does not meet the specifications and needs of our schools. If this occurs, the contract may be awarded to the next lowest responsible bidder. Should The 30-day termination clause be activated: Vendor agrees to pick up all unopened designated machines and provide credit for these items. The contract may then be awarded to the next lowest responsible bidder. The terminated vendor may then be determined as a non-responsive bidder, thereby, forfeiting their right to bid on future projects.

Delivery Requirements: *Items will be ordered and shall be delivered directly to each of the approximately 7 Bessemer City Schools and facilities. Shipping charges must be included in prices for all items. Any exception where shipping charges are not included must be approved by the facility administrator prior to shipment. Orders placed on the contract from the core list will require delivery as expeditiously as possible, but within 5 business days after receipt of the order, unless granted an extension for a reasonable period of time. Equipment ordered from the catalog will be delivered within 10 days of receipt of the order. Equipment being supplied must be received by the school and properly and clearly identified as to equipment, purchase order number, and purchase requester.*

Delivery Times: *Delivery to the schools should be between 7:30 a.m. and 2:00 p.m., M-F*

Specifications: *All core items must be either the manufacturer/brand indicated or an equal. Each core item must be evaluated to be equal to or greater than that specified.*

Payment/Procedure Terms

1. Accounts Payable receives invoices from vendors.
2. The vendor is emailed a notification of payment if paid via ACH.
3. It is customary that payment terms will be Net 30 days from the invoice date.

By submitting a bid, the vendor/contractor agrees to accept various forms of payment for invoices, including a VISA purchasing card or ACH payments. The successful bidder will receive complete information once the bid is awarded. Any problems with the collection of payment should be addressed to the Business Affairs Supervisor at 205-432-3030. By submitting a signed proposal for this bid, the vendor is acknowledging acceptance of these payment procedures/terms

This "Invitation" shall not be altered by the bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this requirement may result in the bid being disqualified from consideration.

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)

- Meeting the exact specifications ☐ YES ☐ NO or



BESSEMER CITY SCHOOLS

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

- As equal/or better than the stated specifications () YES () NO

IDENTIFICATION

If Jefferson County Business Licenses were issued to your company for the past twelve (12) months, please list numbers: _____ Vendor's Federal I.D. Number:

Address: _____
I certify that _____ (Company name) has _____, or has not _____ been in operation for at least one year at location (s) zoned for the type of business conducted by my company at the address stated above.

(Authorized Signature)

(Print Name)



BESSEMER CITY SCHOOLS

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

IF BIDDER IS NOT FROM THE BESSEMER AREA, BIDDER SHOULD INDICATE, IN DETAIL, THEIR PLAN FOR PROVIDING SERVICE SHOULD THEY RECEIVE THE AWARD.

All Bidders should have verifiable projects of similar function, size, and complexity. Bidder must furnish a sales/service representative to handle all details of the order or subsequent service. Bidder is to provide the name, address, and phone number of a representative who will be handling the order and any necessary service or warranty claims.

Name of Sales/Service Representative: _____

Address: _____ Phone # _____

Authorized Signature

Date



QUOTE FORM

Bid as Specified or Equal – Must bid on all items listed. If bidding other than specified, it is the responsibility of the bidder to show in detail that the machine meets or exceeds the specified machine. Attach all specifications and warranty information for equivalent equipment.

Category #1 - Floor Equipment

Item / Description	Unit Cost	Submitted Brand/Model Bid
#1- Vacuum - Sanitaire SC887, Quick Kleen, 7.0 amp, 12", 50 ft. cord, dirt dust cup		
#2 – Vacuum – Clarke Carpet Master115, 15", 20.1 lbs., 50 ft cord, onboard tool kit, HEPA filtration		
#3 – Back Pack Vacuum – Clarke Comfort Pak 6, 6qt capacity, 144cfm, HEPA filtration, tool kit		
#4 – 20" Automatic Scrubber – Viper AS510B, 20" cleaning path, Solution/Recovery tank 10.5 gal, Brush speed 150, Pad/Brush assist drive, Battery 105AH AGM, Cast Aluminum Squeegee assembly		
#5 – 28" Automatic Scrubber – Viper Fang 28T, 28" cleaning path, Brush Motor .75 hp, RPM Speed 200 rpm, 17 Solution/17 Recovery, Variable speed, forward & reverse, 36"		



BESSEMER CITY SCHOOLS

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

<i>squeegee, 215 a/h lead-acid batteries, 18 amp charger</i>		
<i>#6 – Floor Machine – Viper Venom VN2015, 20" path, 175 rpm, 1.5hp, low speed buffer, all metal construction</i>		
<i>#7 – 20"Electric Burnisher – Viper Dragon DR2000DC, 20" burnish path, 2000 RPM 1.5 hp, flexible pad driver, dust control, folding handle for storage</i>		
<i>#8 – 20" Battery High Speed Burnisher – Clarke Ultra Speed 20, 20" burnish path, 2000 RPM, 2.5hp, 36v: 3 - 200 a/h lead acid batteries, 25 amp on-board charger</i>		
<i>#9– 18 Gallon Wet/Dry Vacuum – Viper Shovelnose SN18W – 1.17hp, 50' power cord, 24" front mount squeegee, 9' hose, wet/dry tool kit</i>		
<i>#10 – IMOP XL Plus Tennant Scrubber- 18.1 Cleaning path, 1.5 gal recovery, Lithium ion battery</i>		
<i>#11- 20" Scrubber Tennant T300e – 20" Single Disk Pad Assist, 3 lug Standard, 14 gal recovery tank</i>		



BESSEMER CITY SCHOOLS

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

#12 – 20' TASKI ULTIMAXX 1900 SD50 Traction Drive GEL Batteries EXTERNAL CHARGER MBU		
Total Cost of All Items 1-12:		

Bidder agrees that the non-specified similar or related equipment catalog items will be purchased @ 10% off the published list price _____Initial you acknowledge and agree.

Category #1- Total Cost of all Equipment \$_____

Category #2 - Repairs/Service of Floor Machines \$_____Hourly Rate (per man)

Bidder agrees that the necessary parts to successfully repair/service equipment will be purchased @ 10% off list price for parts and to the one-time service fee charge of \$35.00 for each service call (For equipment that isn't under warranty)

_____Initial you acknowledge and agree

Total Extended Cost for Category #1 and Category #2 \$_____

(Bid awarded based on above amount)

_____Authorized Signature



BID CHECKLIST **BCS-2025-114**

1. _____ LIABILITY INSURANCE DOCUMENTATION
2. _____ WORKMAN COMPENSATION
3. _____ PAYMENT/PROCEDURE TERMS
4. _____ IDENTIFICATION & POINT OF CONTACT
5. _____ QUOTE FORM
6. _____ VENDOR GUIDELINES
7. _____ DRUG-FREE WORKPLACE
8. _____ SMOKING & NON-USE OF TOBACCO
9. _____ CERTIFICATION OF ELIGIBILITY
10. _____ CERTIFICATE OF NON-COLLUSION
11. _____ E-VERIFY DOCUMENTATION
12. _____ CERTIFICATION OF COMPLIANCE
13. _____ DEVIATION FORM
14. _____ REFERENCES (AT LEAST THREE (3))
15. _____ PROPOSAL AGREEMENT
16. _____ ENVELOPE(S) LABELED – **BCS-2025-114** Floor Machine - Equipment and Repair Services.



**BESSEMER
CITY SCHOOLS**

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

**VENDOR GUIDELINES FOR WORKING IN AND
DELIVERING TO BESSEMER CITY SCHOOLS**

- *NO weapons on school grounds.*
- *NO illegal substances on school grounds.*
- *NO smoking on school grounds. • Visible identification is required at all times.*
- *Visible Identification required at all times.*
- *Sign in upon arrival, sign out on departure.*
- *NO contact or communication with students.*
- *Appropriate language used at all times.*
- *No cell phones/pagers occupied in classrooms*
- *Advance notice must be given for after hour work, including areas to which access is needed.*
- *All equipment and physical plant left DAILY in good working order and securely locked.*
- *Work debris removed DAILY by vendor.*
- *School equipment replaced in original location.*

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

Drug-Free Workplace

It is the policy of the Bessemer Board of Education that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined by 21 U.S.C. § 812) or alcohol in the Board's workplace is prohibited. Any employee on school premises or as part of school activities or school sanctioned activities who unlawfully manufactures, distributes, dispenses, possesses, or uses or who is under the influence of drugs or other controlled substances, for which the employee has no prescription from a duly licensed physician, is subject to disciplinary action up to termination or cancellation of contract. No employee who is impaired by any illegal drug or by alcohol will report for work, will work, or be present in the workplace. Employees who are so impaired or who possess, use, or distribute illegal drugs or alcohol in the workplace are subject to the disciplinary procedures of the Board, including possible dismissal.

"Workplace" means any vehicle, office, building, classroom, or property (including parking lots) owned or operated by the Board or any other site at which an employee is to perform work for the employer. An "employee" of the Board is any individual receiving remuneration for services rendered. "Possess" means to be contained either on an employee's person or in an employee's motor vehicle, tools, or areas entrusted to the control of the employee. "Impaired" means under the influence of an illegal drug or of alcohol such that the employee is unable to perform his/her assigned tasks properly.

"Designated employee" shall include employees subject to the provisions of 49 C.F.R. Part 40 of the Omnibus Transportation Employees Testing Act of 1991. Designated employees shall include those persons applying for or holding positions requiring a commercial driver's license (CDL) and/or sensitive transportation-related and maintenance positions.

Any employee with information about the possession, use, or distribution of illicit drugs or alcohol on school premises or as part of any school or school-sanctioned activity is required to report such information to the Principal, Superintendent, or other appropriate school authority.

The immediate supervisor is to be notified by the employee of any criminal drug or alcohol statute conviction (including driving under the influence of alcohol or drugs - DUI) within five (5) days of the conviction. Upon learning of such conviction, each supervisor shall immediately notify the Superintendent of a drug or alcohol status conviction of any employee.



BESSEMER CITY SCHOOLS

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

Any employee who violates this prohibition will be: 1) required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program and/or 2) subject to appropriate personnel action, which may include but is not limited to reprimand, suspension with or without pay, and/or termination.

It is the policy of the Board to maintain a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and make available information pertaining to drug counseling, rehabilitation, and employee assistance programs.

All employees will receive a copy of the Drug-Free Workplace Policy, and one shall be posted in a prominent place in each building owned or operated by the Board. This policy applies to all employees as a condition of employment, and all must abide by the terms of this policy.

LEGAL REF.: Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F; Code of Alabama § 16-1-14, 16-1-24.1

Drug-Free Workplace

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

LEGAL REF.: Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F; Code of Alabama § 16-1-14, 16-1- 24.1



**SMOKING AND NON-USE OF TOBACCO PRODUCTS
ON SCHOOL PROPERTY**

To promote the welfare of the young people entrusted to its care and in recognition of the acknowledged harmful effects of cigarettes and other tobacco products both to the smoker and those around him/her, the Board prohibits smoking and the use of other tobacco products in all buildings of the Board at all times.

Smoking and the use of other tobacco products are prohibited on the grounds of all Bessemer Board of Education facilities at any time.

The policy applies to students, employees of the Board, and to visitors on the property of the Bessemer schools. Smoking and tobacco usage policies and sanctions, which are a part of the Code of Student Conduct, are extensions of this policy and are not limited by its scope. Employees in violation of this policy will be reprimanded.

LEGAL REF.: Code of Alabama § 16-1-30. Alabama Administrative Code, 290-030010-06, Regulations Governing Public, Non-Public Accredited and Non-Accredited Schools

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date



BESSEMER CITY SCHOOLS

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

CERTIFICATION OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Organization Name

Street Address

City, State, Zip

Name and Title of Authorized Representative

Signature

Date

CERTIFICATE OF NON-COLLUSION

THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE:

- *This bid is the result of independent consideration, and no other bidder or competitor has been involved.*
- *The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder, or competitor.*
- *There has not been, nor will there be, any attempt to induce other persons, corporations, or partnerships to be involved in or to refrain from involvement in the bid process.*
- *The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge, and the penalties may be imposed on the bidder and/or the signer of violations.*

Organization

Submitting Bid

Date

Name of Signer (Print Name)

Authorized Signature

Title



**BESSEMER
CITY SCHOOLS**

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for Bessemer City Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

DEVIATION FORM

This "Invitation" shall not be altered by the bidder in any way. Any and all changes from those specified shall be listed as a deviation. In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail, including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the Board of full compliance with the specifications and conditions, and assures the bid meets all specifications.

**ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED BELOW.
FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.**

Authorized Signature:

Title:



**BESSEMER
CITY SCHOOLS**

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

REFERENCES

1. Customer _____

Contact Name and Number _____

2. Customer _____

Contact Name and Number _____

3. Customer _____

Contact Name and Number _____

4. Customer _____

Contact Name and Number _____

Category #1 – Purchase and delivery of the specified equipment – as specified or equal

All equipment must include the standard manufacturer's warranty.

Requirements: *Vendor must have the capability to provide the following:*

1. *Samples as requested, if bidding other than specified.*
2. *Vendor must furnish, at no charge, a complete product line and/or catalog for all related or similar floor equipment, including descriptions, prices, etc., within three weeks after the bid award.*
3. *Training, when requested. Staff must be available for product use and/or questions regarding the product line.*
4. *Warehouse stocked with core items located within a one-hour drive of all Bessemer City Schools*
5. *Standard Manufacturer's Warranty to be included with each purchase.*
6. *Vendor shall have a liberal return policy. If any item is discontinued, the successful bidder must provide an acceptable replacement for the same price/discount percent or less.*
7. *Vendor must submit all changes to Tracie Busby, 205-379-2215, with complete descriptions/price so that the schools and website can be updated.*

Category #2 – Repair/Service for Floor Equipment

Once the standard manufacturer's warranty has expired, the successful bidder must agree and be able to provide the following services/charges:

1. *10% off list price for parts needed to successfully repair and service the machine*
2. *A fee of \$35.00 may be charged once for each service call.*



BESSEMER CITY SCHOOLS

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
BESSK12.ORG

3. *The successful bidder must carry the parts on a truck to fix the machine on that day. When parts are to be ordered, a loaner machine must be given to the school within 3 working days of the first call.*
4. *Any service call in excess of more than 85 miles roundtrip (from central Birmingham) may be allowed a surcharge. However, any surcharges must be approved by a Child Nutrition Director.*
5. *Any repair over \$450.00 must be pre-approved before any service/repair is done.*
6. *Machine is to be repaired within 15 days of first initial service call. Any exceptions must be approved by a Child Nutrition Director.*
7. *Service/Repair is to be provided between 7:00 a.m. and 2:00 p.m. at local schools.*
8. *Bidder must agree and initial in agreement to the 10% off list price for parts and the one time \$35.00 service charge per service call.*

Successful bidder must have a Service Center located within the Birmingham area.

Below please provide the indicated information about your service center:

NAME: _____ **TELEPHONE:** _____

ADDRESS: _____

Designated person in charge of Bessemer City Schools:

Email: _____