BESSEMER CITY SCHOOLS

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

February 27, 2026

Walk-In Freezer Replacement
BCS-2026-102

The Bessemer City Board of Education will accept sealed bids for ***Child Nutrition Walking-In Freezer Replacement.*** 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 Friday, March 20, 2026 at 2:00 PM . **All envelopes (inside & outside) MUST be labeled whether mailed or hand-delivered with bid number to:**

BCS-2026-102
Child Nutrition Walk-in Freezer Replacement
Bessemer Board of Education
ATTN: Patricia Stewart
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 **Friday, March 20, 2026 ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED.** BIDDER MUST USE THIS FORM AND RETURN IN ITS ENTIRETY.

ITB Posted	Friday, February 27, 2026
Sealed Bid Due	Friday, March 20, 2026 at 2:00 PM
Bid Opening	Monday, March 23, 2026 at 2:00 PM
School Board Meeting (special called)	March 30-April 3, 2026
Commencement of Services	April 3, 2026

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.

BESSEMER CITY SCHOOLS

1621 FIFTH AVE N
BESSEMER, AL 35020
(205) 432-3000
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. **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.
5. **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.
6. **Hold Harmless**: Contracting party agrees to indemnify, hold harmless and defend Bessemer City Schools, its elected officers and employees (hereinafter referred to in this

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

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 Board 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.

7. **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.
8. **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.*
9. **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

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

that the sealed bid will meet these requirements of service and purpose to the satisfaction of the Bessemer City Board of Education.

10. **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 “Invitation to Bid” 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.
11. **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.
12. **Federal Compliance:** This project is partially funded with federal funds and shall comply with all applicable provisions of 2 CFR Part 200.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **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.
19. **Certificate of Eligibility:** All potential vendors must disclose eligibility to bid on the project. Complete the enclosed Certificate of Eligibility.
20. **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 sealed bid.
21. Bidder should adhere to all below acts that are applicable for this bid:

    Clean Air Act: (42 U.S.C. 7401-767lq) Additional Information
    Federal Water Pollution Control Act as amended: (22 U.S.C. 1251-1387) Additional Information
    Equal Employment Opportunity: (41 CFR §60) Additional Information
    Davis-Bacon Act: (40 U.S.C. 3141-3148) Additional Information
    Contract Work Hours and Safety Standards Act: (40 U.S.C. 3701-3708) Additional Information
    Rights to Inventions Made Under a Contract or Agreement: (37 CFR §401.2) Additional Information
    Debarment and Suspension: (Executive Orders 12549 and 12689) Additional Information
    Byrd Anti-Lobbying Amendment: (31 U.S.C. 1352) Additional Information
    Procurement of Recovered Materials: (See §200.322) Additional Information

22. **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.
23. **No contract shall be binding except through Board approval and issuance of a purchase order or executed contract.**

24. **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.

SECTION II-GENERAL INFORMATION

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.

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

BID 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. General Contractor's license which permits the bidder to perform the scope of work specified within the bid and any other statutory licensure required.
2. **Bidder must submit with their sealed bid, supporting documentation from the General Contractor's License Board.**
3. Successful bidder shall have bonding capacity of at least $100,000. Contractors shall be capable of 100% bonding of materials and l00% bonding of labor to the minimum bonding capacity of $100,000.
4. All sub contractor's must be capable of 100% bonding.
5. Successful bidder shall have a minimum of three (3) years' experience doing business under the same firm name in which the bids are submitted and with providing services, items or projects of similar size, nature and complexity to that specified. Joint venture contracts **will not** be considered.
6. Successful bidder shall have a minimum annual volume of at least $500,000 in construction value for the last three (3) years.
7. Successful bidder shall have a verified history of completing projects within the specified time and budget. A full explanation should be submitted for any delayed completion or change order request made during the last three years. Inexperienced or non-responsible contractors are precluded from bidding and award.
8. **Required Background Check:** Anyone that performs work at Bessemer City Schools must have a basic criminal background check on file. All results must be permissible and appropriate to be able to work in the schools. It is the

bidders' responsibility to pay for these reports and to keep them on file for audit purposes.

Overview: The purpose of this bid is to establish, through a competitive process, the total complete project of replacing the Walk-In Freezer at Greenwood Elementary as per attached specifications.

Award: The contract will be awarded to the **lowest responsible and responsive bidder** whose bid meets all specifications, terms, and conditions set forth in this Invitation to Bid.

In determining the lowest responsible bidder, Bessemer City Board of Education reserves the right to consider:

- Compliance with all technical specifications
- Compliance with refrigerant and federal energy requirements
- Experience with similar school or commercial walk-in installations
- References and past performance
- Ability to meet project timeline
- Warranty provisions
- Completeness and accuracy of bid submission

The Board reserves the right to:

- Reject any or all bids
- Waive minor informalities or irregularities in bids
- Request clarification or additional documentation
- Award the bid in the best interest of Bessemer City Schools

Award shall be made only after approval by the Bessemer City Board of Education at a duly called Board meeting.

_____

Authorized Signature Title Date

Contract Period: Bid prices shall remain firm for sixty (60) days from the bid opening date.

Completion Time: **Project to be completed no later than July 31, 2025.** If the project isn't completed by the date mentioned, the successful bidder will be responsible for placing temporary portable freezer/cooler food storage units, comparable to the storage space of the permanent units, until the project is completed. All fees and charges for temporary units will become the responsibility of the successful bidder. In addition, each day passed the deadline, $I00.00 will be deducted from the total amount.

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 equal to five percent (5%) of the total bid amount (not to exceed $10,000) must accompany the bid.
The successful bidder shall furnish:
- Performance Bond equal to 100% of contract amount
- Payment Bond equal to 100% of contract amount

Bonds shall be issued by a surety authorized to do business in the State of Alabama.

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.

The Owner reserves the right to determine whether proposed substitutions are equal to or exceed the specified requirements. Decisions of the Owner shall be final.

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.

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 bid.*

Payment/Procedure Terms

This project is subject to the Alabama Public Works Law (Title 39, Code of Alabama).

Payment shall be made in accordance with approved contract documents and based on properly submitted invoices reflecting work completed.

The contractor may submit applications for payment as work progresses. Progress payments may be made less retainage as allowed by law.

Retainage shall be withheld in accordance with Alabama Public Works requirements until substantial completion of the project.

Final payment shall be made only after:

- Completion of all work
- Final inspection and acceptance by the Owner
- Submission of all required close-out documentation
- Delivery of warranties and operating manuals
- Receipt of required lien waivers

Payment terms shall be Net 30 days from receipt of approved invoice.

METHOD OF PAYMENT

By submitting a bid, the contractor agrees to accept payment by ACH or other approved electronic payment methods utilized by Bessemer City Schools.

BESSEMER CITY SCHOOLS

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

Payment shall be made in accordance with the contract documents and Alabama Public Works Law.

Questions regarding payment processing should be directed to the Business and Accounting Office at (205) 432-3000.

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.

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)
********** **********

QUOTE FORM

Replacement of Walk-in Freezer at Greenwood Elementary SChool- As specified or pre-approved equal(s). See attached specifications/Drawings

Total Cost of Complete Project: $_____

Completion Date: _____

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 will result in the bid being disqualified from consideration.

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

BESSEMER CITY SCHOOLS

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

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

BESSEMER CITY SCHOOLS

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

BID CHECKLIST
BCS- 2026-102

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. _____ BID AGREEMENT
16. _____ ENVELOPE(S) LABELED – **BCS- 2026-102** Walk-in Freezer Replacement- Greenwood Elementary School.

BESSEMER CITY SCHOOLS

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

VENDOR GUIDELINES FOR WORKING IN BESSEMER CITY SCHOOLS

- No weapons are permitted on school grounds.
- No illegal substances are permitted on school grounds.
- No smoking or tobacco use is permitted on school property.
- Contractors must wear visible company identification at all times while on site.
- All personnel must sign in upon arrival and sign out upon departure in accordance with school procedures.
- Contractors shall have no contact or communication with students unless authorized by school administration.
- Professional and appropriate language must be used at all times.
- Personal cell phone use shall be limited to work-related purposes and shall not disrupt school operations.
- Advance notice must be provided for any after-hours work, including areas requiring access.
- All equipment and facilities shall be left in good working order and secured daily.
- Work areas shall be cleaned daily, and all debris removed from campus.
- School equipment moved during the project shall be returned to its original location unless otherwise directed.

Failure to comply with these requirements may result in removal from the site.

_____	_____
Company 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.

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

BESSEMER CITY SCHOOLS

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

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 BID, 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 _____

BESSEMER CITY SCHOOLS

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

BESSEMER CITY PUBLIC SCHOOLS
GREENWOOD ELEMENTARY SCHOOL
WALK-IN FREEZER SPECIFICATIONS
INDOOR INSTALLATION

GENERAL:

A. Walk-in freezer shall be constructed of pre-fabricated, precision-formed, modular panels designed for rapid field assembly. Walk-in freezer shall be manufactured and furnished by Bally. 10 day prior approval for any other manufacturers.

CONSTRUCTION PLANS AND INSTRUCTIONS:

A. Walk-in freezer shall be supplied with a complete set of installation instructions and erection drawings. All panels shall have panel identification corresponding with erection drawings to facilitate rapid and accurate field erection.

GUARANTEES:

A. Walk-in freezer panels shall be guaranteed for a period of ten (10) years after final approval against poor workmanship and defective materials. Any defect within this period shall be corrected at no charge to Owner. Refrigeration system shall be guaranteed for parts and labor for a period of one year (1) year with an additional four (4) year compressor warranty.

CODES AND STANDARDS:

A. NSF Standards: Comply with applicable National Sanitation Foundation (NSF) Standard 7 construction and recommended criteria. Provide equipment with a NSF “Seal of Approval."
B. UL Labels: Where available, provide UL labels on prime electrical components. Provide UL "recognized marking" on other items with electrical components, signifying listing by UL where available. Provide UL approval of door electrical circuit assembly.
C. ASTM E-84 (UL723): Comply with fire hazard classification ASTM E-84 (UL723).

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

Panels shall be supplied with a fire hazard classification in accordance with ASTM E-84 (UL723). Panels shall be classified according to ASTME-84 (UL723) shall be flame spread rating of 25 or less with a certifying Underwriters Label Factory Mutual Approved Toxicity Rated Non-CFC polyurethane foam required. Insulation tested according to E-84 "shall not flame, glow, smolder or smoke" at a minimum test temperature of 250°F. (Flame Spread 25 indicates lower surface burning of materials. This standard is used solely to measure and describe properties of products in response to heat and flame under controlled laboratory conditions. This rating provides the walk-in panels with additional thermal resistance and may reduce the need for sprinkler systems.)

D. ASTM D-C518: Panels & doors must meet or exceed minimum R-Values for freezer R-32 per Federal Regulation 431.304.
E. Refrigeration systems must meet the January 1, 2026 requirement that all new commercial refrigeration products use a refrigerant <300 GWP (R-454A) for systems under 200 Lbs. and <150 GWP (R-454C & R-455A) for systems above 200 Lbs.

PERFORMANCE REQUIREMENTS

Freezer shall maintain -10°F to 0°F internal temperature under full load conditions.
System shall be designed to maintain temperature during peak summer ambient conditions typical to Central Alabama.

PRODUCTS:

A. Furnish one (1) indoor walk-in freezer to be actual 15'-5"x 15'-5" x 9' 6".
B. Walk-in freezer is to comply with the US Energy Independence & Security Act.
C. Interior wall finish to be 190 Series embossed white galvanized. Exterior finish to be 190 Series embossed white galvanized. Interior ceiling finish to be 190 Series embossed white galvanized. Exterior ceiling finish to be 190 Series embossed white galvanized. Ceiling to be single span with no additional support required. Floor to be supplied with a reinforced 16ga galvanized floor. ¾" Plywood underlayment required on floor panels. Freezer floor to be covered in Protect-All Non-Slip rubber flooring. Non-slip rubber flooring shall have 8" cove base that will be capped off with stainless steel. Rubber flooring to be scheduled and installed through THG-D.
D. Provide 48" high minimum 1/8", 0.125", textured aluminum tread plate on exposed exterior.

E. Panels shall be equipped with Bally Speed-Loc diaphragmatic joining devices. The distance between locks shall not exceed 46". Each device shall consist of a cam action, hooked locking arm placed in one panel, and a steel rod positioned in the adjoining panel, so that when the arm is rotated, the hood engages the rod and draws the panels tightly together with cam action. Arms and rods shall be housed in individual steel pockets. Pockets on one side of the panel shall be connected to pockets on the other side in width, by use of 2" wide metal straps set into and completely surrounded by insulation. When panels are joined these straps shall form lock-to-lock connections for superior strength. Locking device shall be accessible from the inside to facilitate installations in confined areas and shall be provided with flush press-fit caps. Surface mounted plastic plugs will not be accepted.

F. Panels shall consist of interior and exterior metal skins precisely foamed with steel dies and roll-form equipment and thoroughly checked with gauges for accuracy. Metal skins shall be treated on the inside surface with a bonding agent to ensure a stable adhesion with the chemical bonding agents of the urethane. Urethane shall be Enovate 3000 or Solstice foamed in place (poured, not frothed) and, when completely cured, shall bind tenaciously to metal skins to form an insulated panel. Panels shall contain 100% urethane insulation and have no internal wood or structural members between skins unless required as structural support for external accessories. To ensure tight joints, panel edges must have foamed-in place tongue and groove with flexible vinyl gasket foamed-in place on the interior and exterior of all tongue edges. Gaskets shall be resistant to damage from oil, fats, water and detergents and must be NSF-approved. Gaskets shall not be stapled or glued to metal skins. All panels (except corner panels) shall be made in 23" and 46" widths, fully interchangeable for fast, easy assembly. 11-1/2", 17-1/4", 34-1/2" wide are to be furnished only if required to fit allocated space. To ensure perfect alignment and **maximum strength,** corner panels shall employ a right-angle configuration with exterior horizontal dimensions of 12" on each side.

G. Unit shall be fitted with freezer door with 36" x 78" swing out type hinged entrance door. Door finishes to be 22GA embossed stainless exterior doors and frame.
    a. Doors shall be flush mounted, in-fitting type will have a 14-gauge unitized structural "U" channel steel door frame with 1/8" steel plates where all hardware is mounted. The steel frame with an internal thermal breaker will

prevent twisting, sagging, and eliminates the need for structural members.

b. Door shall be equipped with a magnetic steel core gasket across the top and both sides of the door.
c. Bottom of the door shall be fitted with adjustable, double vinyl wiper gasket. NSF approved removable gasket.
d. Each door frame shall be provided with an LED vapor proof light fixture.
e. Doors and door handles shall be Kason 27C satin aluminum finish and listed by U.L and an inside safety release.
f. A positive action Kason 1094 hydraulic door closer shall be included to ensure gentle closing action of door and ensure a positive seal.
g. Provide each door with (3) heavy-duty adjustable/spring assisted Kason 1346 satin aluminum hinges. Hinges shall be cam-lift, self-closing type, "hold-open" feature allowing door to remain open unaided, when opened to 180 degrees position.
h. Door frames shall be provided with a 2" diameter flush-face dial thermometer.
i. Doors provided with thermostatically controlled warmer cable around entire perimeter of opening.
j. Freezer door to have pressure relief port.
k. Provide doors and frames with 1/8", 0.125", textured aluminum treadplate 48" high on interior/exterior door and frame.

H. Freezer compartment to have Two (2) 48" long LED light fixtures. Lights are to be designed to operate properly in their respective moisture and temperature environments.
I. Supply and install trim made from material with same finish as exposed exterior where walk-in freezer is adjacent to walls; seal to walls and boxes for rodent, dirt and moisture protection.
J. Supply and install enclosure (made from material with same finish as exposed exterior) panel or ceiling trim if height of box is lower than height of dropped ceiling.
K. Freezer provided with (2) Bally BLP106LE-S2E9 SV+, SmartVap+ Electric Defrost evaporators 208-230/1/60, with EEV Installed and (2) 2 HP air-cooled BEZA 020 L9 HT3EB, scroll condensing units with A2L complaint refrigerant R454A (208-230/3/60), designed for outdoor operation. Provide compressor stand/rack for both units and 50' CAT5 cables for evaporator connections.

L. Bally shall warrant that any part of the structure it supplies (except the refrigeration system and its related accessories) is free from defects in materials or workmanship under normal use and service. The insulated panel portion of the structure is warranted to be free from defects under normal use and service for a period of 10 years from date of installation. (but in no event shall the warranty be in force for more than 10 years and 6 months from date of initial shipment from Bally). Panel surface condition is warranted free from defects under normal use and service for one year from installation, provided the panels are stored and installed in accordance with Bally's instructions. Mechanical (including hardware, gasketing, Speed-lok assemblies, aluminum weather roofs) and electrical components, except refrigeration systems (which are covered by a separate warranty) are warranted to be free from defects under normal use and service for one year from date of installation. (In no case shall this portion of the warranty be in force for more than one year and six months from date of initial shipment from Bally). The warranty shall not include any labor charges for replacement or repair of defective parts or refrigeration. Full warranty information is to be provided with the walk-in.

START-UP AND COMMISSIONING

Contractor shall provide full system start-up, testing, and commissioning of all refrigeration equipment.

System shall be tested for proper operation, temperature pull-down, defrost cycle function, and control operation prior to final acceptance.

Contractor shall provide written verification of:

- Operating pressures
- Refrigerant charge
- Temperature performance
- Control calibration

Owner shall receive operating manuals and start-up documentation prior to final payment.

THGD RESPONSIBILITIES:

A. Contractor shall verify structural adequacy of the existing slab prior to installation.
B. Remove old walk-in panels and refrigeration systems from site.
C. Furnish dumpster for old panels and any trash from job site. Site shall be completely cleaned upon completion.

D. All refrigerant lines shall be extended in a neat and orderly manner. All copper tubing shall be securely supported with clamps and Unistrut. All copper tubing shall be refrigerant grade A.C.R. Type "L" hard copper attached with forged or wrought copper fittings. Silver solder and/or Sil-Fos shall be used to join all refrigerant piping. Soft solder is not acceptable. Conduit, wiring and refrigerant lines will be concealed within walls, ceilings, and floors of building as much as feasible.
E. Hard copper line sets are to be installed in accordance with acceptable refrigeration practices including utilization of all necessary line traps and line grading to maximize the flow of oil and refrigerant and/or condensate throughout the system.
F. Drain line piping shall be A.C.R. Type "L" hard copper, properly graded and trapped outside of the compartments. Condensate drain lines shall be of Type "L" copper tubing in Walk-In Unit, and directed to outside of Unit, where shown on Drawings. Provide condensate drain lines directed to the lowest possible level. Wrap all condensate drain lines in the freezer section with electrically heated cable tape. Heat tape to be on separate/dedicated circuit.
G. All walk-in panel penetrations are to be field drilled with PVC sleeves utilized. Sleeves to be internally sealed with polyurethane foam.
H. Install new walk-in and level floors with the use of roof shingles. No ceramic tile allowed for leveling. Interior ramps in floor panels to be level with existing kitchen floor.
I. Provide and install trim around masonry opening, trim shall match exterior finish of walk-in.
J. THGD is responsible for all the electrical between the electrical disconnect and all the points of connection including control wiring. All electrical conduit is to be of lock-tite type or field foamed-in-place.
K. THGD is responsible for hanging all lights inside walk-in.
L. Protect-All non-slip rubber flooring for freezer compartment only to be scheduled and installed by THGD installer.

M. Upon completion of installation, a joint inspection shall be conducted. Any deficiencies shall be documented in a written punch list. Final payment shall not be released until all punch list items are corrected.

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

BESSEMER CITY RESPONSIBILITIES

A. Owner is responsible for providing energized electrical disconnects as required mounted within 5' of the proposed condensing unit locations. Electrical disconnects to include a properly sized 120-volt circuit with circuit breaker protection.
B. Owner is responsible for bringing power to lights inside walk-in.