



January 25th, 2024

**BIDS AND CONTRACTS DEPARTMENT
Invitation to Bid #13-24**

SEALED BIDS WILL BE RECEIVED BY UNIVERSITY CHARTER SCHOOL, 134 UNIVERSITY DR, LIVINGSTON, ALABAMA 35470 UNTIL:

Extended to Monday April 15, 2024 @ 2:00 p.m.

AT WHICH TIME THE BIDS WILL BE OPENED AND READ PUBLICLY FOR PURCHASE AND DELIVERY OF:

Commercial Dishwasher- University Charter School

RETURN ENTIRE COMPLETED PROPOSAL TO:

Finance Department
University Charter School Board of Directors
134 University Dr
Livingston, AL 35470

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE BIDS ARE RECEIVED IN THE MAIN OFFICE BEFORE THE SCHEDULED BID OPENING. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME, WILL NOT BE CONSIDERED. BIDDER MUST USE THIS FORM AND RETURN IN ITS ENTIRETY. *DO NOT RETURN SHEETS WHICH ARE "NO BID"*

Outside of your bid envelope must be marked with the Bid number, date and time of bid opening, General Contractor's license number, if applicable (US MAIL, FEDERAL EXPRESS, UPS, ETC.).

FOR FURTHER INFORMATION RELATED TO THE PRODUCTS OR BID PROCESS CALL:

Brad Sorrells, Child Nutrition Director Phone: 205-754-3440

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 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 University Charter School (UCS) their fitness and ability to provide the product, material, or service on the terms and conditions specified. Prospective vendors shall be responsible for advising UCS of their desire to be included in invitations to bid. UCS 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 UCS in previous transactions, or which cannot demonstrate to the satisfaction of UCS their willingness or ability to meet the reasonable requirements of UCS.
4. **Insurance Requirements:** 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 UCS with the type and amount of coverage(s) to be specified in the invitation.
5. **Advance Provisions or Samples:** UCS 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, UCS 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:** University Charter School expressly reserves the right to reject all bids or parts thereof in its sole discretion.
7. **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 University Charter School.

8. **Equivalent Bids:** Bid specifications which refer to company names, brand names or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which 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. UCS or its agents will be the sole party responsible for determining equal or better bids.
9. **Taxes:** University Charter School is exempt from all taxes; however, 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.
10. **Bidder's Certification:** Bidders or its contractor shall provide certification as to the percentage of U.S. content in the products supplied. Any deviations less than the U.S. percentage requirements of 51% domestically grown and processed foods must be included on the Deviation Form. 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 University Charter School.
11. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:
 - A. Failure to mark envelope as required.
 - B. Failure to sign bid document 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, a faxed copy is not acceptable.
 - G. Failure to attend the pre-bid meeting (if required).
12. **Reduction in Pricing:** In the event the vendor receives a reduction in cost from their supplier or manufacturer, UCS shall receive the benefit of such a reduction on any undelivered portion of the contract.
13. **Sales and Use Transactions**
Direct Purchase Transactions
University Charter School is exempt from all taxes; however, 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:** UCS, or its Agent, shall have the right to waive any informality, technicality or irregularity.

15. **Deviation Disclosure:** Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in disqualification of vendor.
16. **Termination of contract:** UCS 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 UCS, (7) failure to resolve billing issues in a timely manner, (8) any other breach of contract. If contract is terminated, the contract may be awarded to the next lowest responsible bidder.
17. **Prices:** Vendor agrees that UCS 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 contract expiration date. Notification and documentation of increase shall be submitted to the Purchasing Director for approval. Contract renewal/extension will constitute acceptance of price increases.
18. **Alternative Purchasing:** UCS 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.
19. **Collusion:** UCS will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.
20. **Certificate of Eligibility:** All potential vendors must disclose eligibility to bid on project. Complete enclosed Certificate of Eligibility.
21. **Vendor Guidelines:** All vendors doing business with UCS are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working at University Charter School when returning your proposal.
22. **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, bidder does not have to submit a bid bond with proposal.
23. **Local Preference:** UCS encourages bidders to the maximum extent possible that of procuring locally grown fruits and vegetables. Locally shall be defined as those farms within 250 miles of Sumter County, Alabama. Likewise UCS reserves the right to select local (Sumter County and Alabama) vendors, suppliers and contractors as authorized or required by law and subject to any limitations imposed thereby.
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 damages resulting there from."

Bid #13-24

SECTION II-GENERAL CONDITIONS

INSURANCE:

The successful bidder will maintain such insurance as will protect him and UCS from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Sumter County, Alabama and **shall include University Charter School as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice.** Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the UCS Human Resource Department and Purchasing Department before beginning work with UCS.

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 University Charter School 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 UCS. 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.

Bid #13-24

SECTION II-GENERAL CONDITIONS

All bidders submitting proposals for labor or product should attach the nature, extent and conditions of all warranties. Bidder should have a minimum of \$ 1,000,000 liability insurance. General Contractors shall include license number on outside of envelope. The quality and grade of all products and services provided by low bidder shall meet all Local, State, and Federal requirements and inspection/building codes and test, permits, and license including, but not limited to ADEM, OSHA, Fire & Safety, EPA, and Health Department. A copy of the “Required Federal Provisions for Procurement in CNP Programs” is attached.

Overview: The purpose of this “Invitation to Bid” is to make available to our schools the purchase and delivery of food and related products, as specified.

Award: The following criteria will be used in evaluating and awarding this bid: 1) the general criteria for awarding bids, as included in Section I- General Information, 2) Bid will be awarded to lowest bid for the specified services for University Charter School. The lowest responsible bidder will then be responsible for furnishing food and related products requested by University Charter School. Must bid on all items indicated on quote form. Prior to award, apparent low bidder will be researched through Sam.Gov.

Contract Period: Prices effective for one year from date of award with an option to renew an additional four years under the same terms and conditions, with written agreement between both parties. Subcontracting any part of this bid is not permissible. If the contract is extended; bidder will be allowed an escalation of no more than 3% each renewal year, with supporting documentation.

Quantities: For bidding purposes each bidder should bid on the quantities listed on the bid sheet. Daily usage figures are based on an average total usage during a given month. Usage may vary slightly by zone. UCS does not obligate itself to purchase the full quantities indicated, but the price offered per item must be allowed should the quantities be less. UCS’s requirements may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth.

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.

Additional Items: University Charter School reserves the right to purchase other similar non-specified items at cost plus 10%. Vendor agrees that UCS will be charged no more for these item (s) bid than the State of Alabama or P.A.C.A. contracts.

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, items, quantities, sales volume, etc.

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SECTION II-GENERAL CONDITIONS (Continued)

Buy American Provision: In accordance to the requirements of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) Section 12(n) of the National School Lunch Act (NSLA) bidders are encouraged to the maximum extent practicable to purchase domestically grown and processed foods. Section 12 (n) of the NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. Substantially means that over 51% of the final processed product consists of agricultural commodities that are grown domestically.

Deliveries: Deliveries are to be made Monday through Friday between the hours of 7:00 A.M. and 2:00 P.M. Delivery schedule to be determined. The vendor will set up a regular delivery schedule so the cafeteria manager may know when to expect delivery. Deliveries are not to be made during the lunch hours unless absolutely necessary and/or with the CNP Director’s permission. (Summer months, schools closed on Fridays)

Cancellations: No item in the bid is to be canceled without the prior consent of UCS.

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

Billing: At the time of delivery to the schools, one copy of the vendor's invoice will be left with the cafeteria manager. The copies left with the manager cannot be changed. The vendor will post his records to agree with the invoice left with the cafeteria manager.

In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the cafeteria manager. The credit, or debit, will show the original invoice number, date, and error being corrected on the face of said credit or debit and will be sent directly to the school cafeteria.

All invoices are to clearly indicate the school name.

Statements will be figured on the last working day of the month.

A district wide usage report will be provided to UCS at the end of the contract period.

All outstanding invoices must be closed out within 90 days of the end of the contract.

_____ Authorized Signature _____ Date

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SECTION II-GENERAL CONDITIONS (Continued)

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. Such substitutes should be approved by the Child Nutrition Director before a replacement is made.

Below are instructions to bid on commercial dishwasher installation for the Child Nutrition Program of University Charter School. These specifications form the basis for service for the 2023-24 school year.

1 EACH - DISHTABLE, SOILED "L" SHAPED

1 EACH - DISPOSAL SYSTEM

Salvajor 300-SM

ScrapMaster, scrapping, pre-flushing & disposing system with water recirculation, 3 HP disposer, salvage basin & silverware trap, stainless steel construction, with NEMA 4 HYDROLOGIC® control panel with patented operator sensor, water saving mode, safety line disconnect & LCD readout, UL, CSA, CE, NSF
208v/60/3-ph, 12.64 amps

1 EACH - DISHWASHER, CONVEYOR TYPE, VENTLESS

Ventless Conveyor Dishwasher, heat pump energy recovery

operation, 22" power scrapper, single tank, (202) racks/hour, Opti-Rinse™ system, insulated hinged cabinet-style doors with door

interlock switches, door actuated drain closure, pressure reducing valve, self-aligning wash manifolds, stainless steel anti-clogging wash arms, removable pump intake screen, stainless steel self-draining pump & impeller, (1) scrap screen & basket, 19-1/2"H chamber accommodates (6) sheet pans, 0.62 gallon/rack, stainless steel enclosure panels, NSF rated pot and pan mode, programmable

microprocessor controls with low temperature, dirty water, and de-lime notification, 30kW stainless booster heater, 9kW wash tank

heater, 4 HP compressor, 1/6 HP drive, 2 HP wash, 2 HP power scrapper, 1/6 HP heat pump fan, ENERGY STAR® Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

_____ Authorized Signature _____ Date

1 EACH - Assembly completed during normal business hours. Includes required assembly of heat pump system to dish machine, inter-wiring, and quick connect refrigeration lines. Price does not include any external utilities or final connections. 72 hour assembly notice required. Any additional training required by the General contractor or Customer for assembly will be at additional charge to the customer.

1 EACH CLPS66ENVL-ELE0CD 480v/60/3-ph, (electric heat only)

1 EACH CLPS66ENVL-HTE09K Electric tank heat 9kw

1 EACH CLPS66ENVL-ERH30K 30 kW electric booster

1 EACH CLPS66ENVL-DIR0LR Left to right operation

1 EACH CLPS66ENVL-HGTSTD Standard height

1 EACH - CLPS66ENVL-FETSTD Standard feet

1 EACH - WS80-NOINSTALL Water softening system 4,818 grains/lb capacity, 14 gallons regeneration volume, salt alarm, holds 2 bags of salt,

1 EACH - CLE/TBL-SWITCH Table limit switch CLE-Series

1 EACH - DISHTABLE, CLEAN STRAIGHT

1 EACH - WALL SHELF

_____ Authorized Signature

_____ Date
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Bid #13-24

SECTION II-GENERAL CONDITIONS (Continued)

4. A schedule for delivery will be developed with the successful bidder(s) that will meet the requirements of the school program. Keys to the cafeterias will not be available for deliveries when cafeteria personnel are not present.
5. The bidder or bidders must make a proposal strictly in accordance with the requirements and specifications and on proposal form provided; otherwise, the bid will not be considered.
- 6.. The quality of food and related products is subject to inspection and approval by UCS as to the bid specifications and compliance with UCS standards.
7. If a bidder find discrepancies in or omissions from the bidding document or should be in doubt as to their meaning, clarification should be requested by calling the Director of Child Nutrition Programs, Mr. Brad Sorrells at 205-754-3440
17. UCS reserves the right to reject any and/or all bids or any part thereof; to waive technicalities or informalities; and to award the contract to other low bidder.
18. UCS is not liable for Federal Excise or State Sales Tax.

_____ Authorized Signature _____ Date

Bid #13-24

QUOTE FORM

Description: Commercial Dishwasher Purchase and Installation

The given requirements for food service for University Charter School have been developed in accordance with the terms and conditions of the Alabama Bid Law and will be a part of the contract document as fully as if they were written verbatim into those documents and all bidders will take it into account when preparing estimates.

TO: UNIVERSITY CHARTER SCHOOL

In compliance with your invitation to bid on food, the undersigned proposes to furnish UCS with "Commercial Dishwasher Purchase and Installation" for University Charter School in compliance with the terms and conditions listed in Instructions to Bidders.

Total Extended Price for all items \$ _____

(No Bid Bond Required)

_____ Authorized Signature

_____ Date

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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 implemented to the bidder and/or the signer if violations occur.

Organization Submitting Bid

Date

Name of Signer (Print Name)

Authorized Signature

Title

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 University Charter School.

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: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Authorized Signature

Title

Date

Bid #13-24

DEVIATION FORM

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 buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying the bid meet all specifications.

If deviations are found on said sample, and not listed, the bidder may be disqualified!

Date: _____ Company: _____

Signed: _____

Title: _____

**Vendor Guidelines
for Working in
University Charter School**

- NO weapons on school grounds.
- NO illegal substances on school grounds.
- NO smoking or vaping on school grounds.
- 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.
- Contract information and bid specifications furnished to the Principal.
- Work schedule furnished to the Principal, before starting job/project.
- Project completion date furnished to the Principal.
- Advance notice given of after hours 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.

Authorized Signature

Date

Bid #13-24

Payment/Procedure Terms

Check Purchasing synopsis:

1. Accounts Payable receives invoice from vendor.
2. Invoices are entered weekly.
3. The vendor is emailed notification of payment weekly.

By submitting a bid, the vendor/contractor is agreeing to accept payment for invoices via a check.

Any problems with collection of payment should be addressed to Jana Cram, at 205-652-3848

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)

- Meeting the exact specifications ()YES ()NO or
- As an equal/or better to the stated specifications ()YES ()NO

IDENTIFICATION

If Sumter 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.

IF BIDDER IS NOT FROM THE SURROUNDING 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 order or subsequent service. Bidder is to provide the name, address and phone number of the representative who will be handling the order and any necessary service or warranty claims.

Name of Sales/Service Representative: _____

Address: _____ Phone # _____

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)

- Meeting the exact specifications ()YES ()NO or
- As an equal/or better to the stated specifications ()YES ()NO

Authorized Signature

Title