

**INVITATION FOR BIDS - BID # 2025-- BEVERAGE SUPPLY CONTRACT
FOR TRUSSVILLE CITY SCHOOLS**

Bid Submission Deadline/Opening: May 15, 2025 – 2:00 p.m.

**Address to Submit Bids/
Location of Bid Opening** Trussville City Schools
476 Main Street
Trussville, AL 35173

The Trussville City Board of Education (“Board”) is requesting bids from firms that could receive the exclusive right to supply soft drinks and other beverages (including sports performance drinks) at all Board schools over a five-year period. If awarded the contemplated contract (the “Contract”), the successful contractor (“Contractor”) would provide beverages and related supplies and furnish and maintain other equipment and support for Board athletic and other events over the term of the Contract (collectively, “Services”).

The Board invites interested contractors to submit sealed bids to the above address to perform the Services and be awarded the Contract pursuant to the Specifications and other requirements in the Bidder Information materials that are being provided in connection herewith this Bid. Bids will be accepted until the time and date specified above, at which time those bids will be publicly opened and read as soon thereafter as practicable. Each bidder is responsible for mailing or delivering its bid so that it will be actually received at the above address and location at or before the specified bid opening time; bids received after that time will not be considered.

Interested contractors may obtain a copy of the Bidder Information materials (which includes the Specifications for the Contract and Contractor’s Bid Response Form,) from the Board’s Central Office at the above-noted address. Questions about the Specifications, other bid materials, bid process, or doing business with the Board may be directed to Jim Kirkland, Chief School Financial Officer, at jim.kirkland@trussvillecityschools.com or (205) 228-3021.

To be considered for the award of the Contract, an interested contractor must complete and return the completed and signed Contractor’s Bid Response Form in a sealed envelope, and provide other information requested in the Bidder Information materials by the specified time. No bid or performance bond is required in connection with Bid. However, the Contractor must comply with certain insurance requirements noted in the Bidder Information materials.

The Board will award the Contract pursuant to the applicable bid laws of the State of Alabama. The award will be made to the bidder who meeting the requirements for performing Services who submits the proposal that the Board determines is most advantageous for it. The Board reserves the right to accept or reject any or all submitted bids, and to waive any informality related to them.

/s/ Jim Kirkland, CSFO, Trussville City Schools

May 5, 2025

BIDDER INFORMATION MATERIALS

I. GENERAL SCOPE

The Trussville City Board of Education (“Board”) will grant the successful contractor (“Contractor”) exclusive rights to supply soft drinks and other beverages (including sports performance drinks) and hold other specified marketing rights at all Board Schools over a five-year period (the “Contract”). In consideration for granting these rights, throughout the term of the Contract the Contractor will furnish and maintain certain auxiliary equipment used for Board athletic or other school events, furnish other equipment used at these Board schools, and provide other support for Board events that are specified in these materials (collectively, the “Services”).

II. SPECIFICATIONS

The successful Contractor agrees to perform the Services in accordance with the following Specifications and Contract requirements.

(a) **Term.** The period of this Contract will commence on June 1, 2025 and thereafter continue in effect for five (5) years (“Term”). For purposes of this Contract, a “Contract Year” is each 12-month period that begins on the commencement date.

Notwithstanding, the Contract may terminate before the expiration of its Term on occurrence of any of the following:

- (1) **Termination by Board for Cause.** If the Contractor fails to perform any material obligation in the Specifications, the Contract or elsewhere in the Bidder Information materials (a “Default”), the Board may terminate the Contract for cause on thirty (30) days’ advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the Contract or available by law that arises from a Default; and
- (2) **Termination by Contractor for Cause.** If the Board does not perform a material obligation in the Specifications or in the Contract, the Contractor may terminate the Contract for cause on thirty (30) days’ advance written notice to the Board; provided that the Board shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause.

(b) Locations for Services. Services shall be provided at the following Board schools:

Name of School	Address
Hewitt-Trussville High School	6450 Husky Parkway
Hewitt-Trussville Middle School	5275 Trussville Clay Road
Paine Elementary School	7600 Gadsden Highway
Magnolia Elementary School	5400 Hidden Way Lane
Cahaba Elementary School	301 Parkway Drive

(individually a “School” or collectively “Schools”).

(c) Rights Granted to Contractor. In consideration for performing the Services to the Board contemplated herein, Contractor is granted the following exclusive rights (excepting certain Broadcast Events discussed in Section (i)(1) below) throughout the Term:

- (1) *Pouring Rights*. Except as expressly provided herein, Contractor shall have the exclusive right to sell, supply, and distribute soft drinks, sports drinks, and other refreshments that are sold to students, teachers or the public (“Beverages”) at Board athletic and other Board-sponsored events at the Schools (collectively, “Board Events”).
- (2) *Vending Machines/Products/Commissions*. Contractor shall have the exclusive right to place and obligation to maintain automated Beverage vending machines (“Beverage Vending Machines”) at mutually agreed locations at each School. Those locations may include teacher lounges and athletic or training areas. The Board presently contemplates that, among other agreed locations, Contractor would place a Beverage Vending Machine at all locations where vending machines are currently located. A list of all such locations may be obtained by contacting Jim Kirkland at jim.kirkland@trussvillecityschools.com.

In addition to Beverage Vending Machines, Contractor is granted a right to place vending machines containing snack food products (“Snacks”) at mutually agreed locations at the Schools (a “Snack Vending Machine”). The Contractor does not have an exclusive right to sell or distribute Snacks or other food items at the Schools.

The Beverage Vending Machines and Snack Vending Machines collectively may be referenced herein as “Vending Machines.” The following additional understandings apply with respect to any Vending Machine placed at a School:

- (a) each Vending Machine shall utilize the latest technology and graphics, including capability for credit card purchases;
 - (b) Vending Machines will not be placed or utilized in a manner that would negatively impact concession-based sales of Beverages or food/snack items at Board Events;
 - (c) if so requested by the Board, on regular school days between the hours of 7:30 a.m. to 4:00 p.m., each Vending Machine identified by the Board that is located in an area that is intended to be accessible by students shall be configured by Contractor to prevent any sale or distribution of Beverages or Snacks. If the Contractor breaches its obligation in this subpart (c), School officials may, in addition to other remedies for breach of this Contract hereunder, require Contractor to remove the Vending Machine(s) from which prohibited sales occur from their respective campus; and
 - (d) products sold in Vending Machines must comply in all respects with state and federal law, including, without limitation, any specific regulations about items that may be sold in schools.
- (3) With its bid, Contractor will complete and furnish with other materials requested on **Exhibit A** (the Contractor Bid Response Form) a list of products, items, and goods, respective prices for the Beverages, Snacks, or items be sold in the Vending Machines at the beginning of the Contract, and vending commissions to be paid to the Board for sale of the different products. Contractor annually may increase its unit prices of those

Beverages or Snacks during the Term up to 2%; provided that it must secure advance approval and consent from the Board for any greater unit price increase. The Board, in the exercise of its discretion or to comply with its Child Nutrition Program guidelines, reserves the right to exclude distribution or sale of certain types of Beverages or Snacks proposed by Contractor for distribution via Vending Machines or otherwise at the Schools.

Within fifteen (15) days following the end of each quarter of a Contract Year, Contractor shall pay Board a commission on the gross revenues from its sales of Beverages or Snacks at its Vending Machines during the preceding quarter (the "Vending Commission"). At the time of such commission payments, Contractor shall provide documentation reasonably supporting the amount and calculation of the Vending Commissions. At reasonable times during the Term, the Board may request that Contractor furnish records of gross sales and other documents supporting or related to Contractor's determination and calculation of the Vending Commissions.

- (4) Other requirements, specifications, and understandings concerning the supply and purchase of Beverages or Snacks at the Schools are as follows:
- (i) Board approved employees, non-profit organizations, groups or other volunteers that support Board activities (including Band, Athletic, Performing Arts or other booster groups, collectively "Concession Operators") will man concession stands or areas at Schools and Board Events where Contractor's Beverages are made available for purchase by the public;
 - (ii) Contractor will consult with Concession Operators and supply them an adequate supply of Beverages that are appropriate for the respective Board Events;
 - (iii) All Beverage items supplied by Contractor to Concession Operators, stocked in Vending Machines or otherwise dispensed at any Board Event or School must be dispensed in plastic bottles or cans (except as follows) provided elsewhere herein) Contractor shall remove from the Schools any existing Vending Machines or other equipment that is not compatible with this plastic bottle/can dispensing requirement or change that equipment to assure those units only dispense plastic bottles and cans. Beverage items supplied by Contractor for use in concession stands in the High School football stadium will include soft drinks to be dispensed by be fountain drink machines.
 - (iv) Contractor shall supply an appropriate number of trash receptacles in good condition for locations at all Schools where its Beverages are sold or distributed.
- (d) Cash Contributions. All bids shall include any proposed cash and/or in-kind contribution to the Board that it will apply to defer the expense of its athletic programs, operations at that Schools, academic enrichment, technology improvements, educational materials, school and campus improvements, support for extracurricular activities and rewards and recognition programs for students, faculty and staff . If Contractor desires to make such contribution(s), it shall complete the Cash Contribution sections on **Table 1 of Exhibit A** (the Contractor Bid Response Form) and indicate the amount(s) of both up-front and annual contributions that Contractor will make.

(f) Support for Concession Stand Operations. During the Term, Contractor agrees to provide the following support for concession stands at the Schools (“Concession Stands”).

(1) Concession Stands. The Board anticipates it will operate the following Concession Stands during the Term:

Stands at Hewitt-Trussville High School

- Concession Stands at Outdoor Stadium
- Concession Stand at Softball Field
- Concession Stand at Varsity Baseball Field
- Concession Stand for Competition Gym
- Any other stand identified by Board.

Stands at Hewitt-Trussville Middle School

- Concession Stands at Stadium
- Concession Stand for Softball Fields
- Concession Stand for Baseball Fields
- Concession Stand for Competition Gym
- Any other stand identified by Board.

(2) Contractor, at its expense, will supply and maintain in good and serviceable condition (including replacement of obsolete or non-serviceable items) the following items of Equipment at each of the above listed Concession Stands at each School:

- fountain drink dispensers (high school football stadium only)
- 1 beverage cooler;
- 1 full size refrigerator
- an Ice Machine;
- 1 coffee brewing and 1 hot chocolate machine; and
- a popcorn machine

(g) Sports Performance Program for School Athletes. Contractor shall furnish a program for each School that will enhance performance of students on their athletic teams at Board games, competitions, and practices. This program shall include, but not be limited to, supplying sports performance beverages (“Sports Performance Beverages”) and nutritional products to be consumed by those student athletes at Board events.

Each respondent should specify its program (including the complimentary quantities of Sports Performance Beverages and other nutritional products it will supply) on **Table 5** of **Exhibit A** (the Contractor Bid Response Form) and return that Table with its bid.

(h). Other Support for School Operations. As a condition for award of the Contract, Contractor agrees to provide the following additional types of support during the Term for operations at each School:

(1) Band Operations. Contractor annually will supply no less than 100 complimentary cases of bottled water to support band operations. Contractor also will furnish the following equipment for use by the Band at a location on each the School’s campus that is specified by the Director of the Band: (i) an ice machine; and (ii) hot dog roller machine.

(2) In-Kind Support for Non-Public Board Events. In addition to any other support contemplated herein, during the Term each School may host Board events on the grounds

of their respective School at locations that are not open to the general public (“Non-Public Board Events”). When requested by the Principal of a School, Contractor agrees to support such Non-Public Board Events at a School by donating Beverages in containers, plastic squeeze bottles, ice chests or coolers, and quantities of cups, lids and straws (collectively, “In Kind Support”) on the following occasions: (a) In-Kind Support for the School’s faculty three (3) times annually for Faculty meetings or special Faculty functions; and (b) In-Kind Support for up to 50 attendees of other Non-Public Board Events annually on two (2) occasions. The parties agree that the supply of In-Kind Support will be distributed in a manner that will not negatively affect concession-based sales of Beverages at Board Events held in public locations.

- (3) Athletic Trainer Equipment & Supplies. Prior to the award of the contemplated Contract, either School may possess, have on hand, or be using ice chests, squirt bottles, carriers for squirt bottles, sports or energy drinks for their athletic teams, and sports towels (collectively, “Athletic Trainer Equipment & Supplies”) that bear the insignia of a competitor of Contractor. If those circumstances exist at a School, within twenty (20) days after the effective time of the Contract Contractor will replace all Athletic Trainer Equipment & Supplies made or furnished by a competitor of Contractor with like inventory that bears Contractor’s insignia. Thereafter, annually each Contract Year Contractor will supply at each School the following additional Athletic Trainer Equipment & Supplies: ice chests or coolers of mutually agreed size and type; squirt bottles; carriers for squirt bottles; and sports towels for use by athletic trainers who serve School athletic teams adequate to serve the Board’s athletic programs.

(i) Additional Consideration to Board. The successful bidder will receive highly valuable rights and other commercial benefits over an extended period arising from its performance of the Services at one of the largest high schools in the State of Alabama. Included in **Exhibit A** (the Contractor Bid Response Form) is a document titled “Additional Consideration to Board” that the Board requests each bidder complete and return with its bid. On this document (or an attachment to their bid) each bidder should state any consideration to the Board that is not expressed in its response to **Exhibit A** or specified in the Bidder Information Materials that the bidder agrees to offer, extend, or pay the Board to support its operations (“Additional Consideration”). The Board will consider the value of this Additional Consideration (if any) in determining which interested contractor to whom it will award the Contract.

(j) Contractor Marketing Rights. In consideration for Contractor’s performance of the Services and its other obligations hereunder, Board grants Contractor the following marketing rights at each School where Beverages and Snacks are marketed to students, its staff, or the public:

- (1) except as provided in this section (j), the exclusive right to distribute and sell its Beverages at the Schools. Excepting beverages and food items that are distributed through the Board’s Child Nutrition Program or distributed in connection with a Broadcast Event (as defined below), the Board agrees not to approve or sanction the sale or promotion of Beverages that are marketed by a competitor of the Contractor at the Schools; provided that if a third party holds rights to telecast, broadcast, stream, or otherwise distribute a School athletic game or event (collectively, a “Broadcast Event”) and that third party desires to promote, advertise, or distribute beverages sold, produced, or distributed by a competitor of Contractor in connection therewith, the Board will not be deemed to have violated this exclusivity provision by allowing such promotion, advertisement or distribution of a competitor’s beverages for that Broadcast Event;
- (2) the exclusive right to place trash receptacles bearing Contractor indicia, logos and marks (collectively, “Contractor Marketing Indicia”) at locations where Beverages are sold. The parties will agree on the location and number of these trash receptacles. Contractor

agrees that the receptacles it furnishes will be in reasonably good condition;

- (3) the exclusive right to display menu boards or signs reflecting Contractor Marketing Indicia at Concession Stands;
- (4) the non-exclusive right to place mutually agreed types of signs or banners displaying Contractor Marketing Indicia the at following locations at Schools : (i) press boxes serving athletic fields; and (ii) on advertising boards surrounding athletic fields;
- (5) the non-exclusive right to display Contractor Marketing Indicia at mutually agreed places and in mutually agreed form on the Board's digital platform including its website (the "Digital Platform"), provided that, except for a Broadcast Event contemplated above, Board agrees not to display on its Digital Platform any marketing indicia utilized by a third party that distributes beverages in competition with Contractor; and
- (6) the non-exclusive right to purchase advertisement space and place Contractor Marketing Indicia on any new digital scoreboard or other scoreboards at a School for additional consideration/payment to the Board; provided that (i) the style and form of such Indicia, and the method of installing or modifying an existing scoreboard to accommodate same must be approved in advance by the Board, and (ii) if Contractor so elects to advertise on such scoreboards for additional consideration, Board agrees not to display or agree to display on the scoreboards for which advertising is purchased by Contractor any marketing or advertising indicia utilized by a third party that distributes beverages in competition with Contractor.

Nothing in this provision or elsewhere in these Specifications or the Contract shall prevent, preclude or limit the Board from granting advertising or marketing rights, or the right to use any scoreboard, its Digital Platform or other School facilities, to any third party that does not distribute Beverages in competition with Contractor.

(k) Miscellaneous Other Specifications, Conditions & Understandings.

(1) *Contract/Contract Documents.* As used herein, the term "Contract" refers to the written agreement between the Board and the successful Contractor for the performance of the Services. The Contract includes all the following documents and any approved addenda and change orders thereto: Invitation for Bids; Specifications and other sections or provisions in the Bidder Information materials (including, without limitation, **Exhibit A** - the Contractor Bid Response Form and **Exhibit B**- the Bidder Qualification Form- collectively the "Contract Documents"). In the event of any conflict between the terms, provisions and conditions in the different Contract Documents, the language in the document in the order below shall govern and control: (1) Specifications Section of Bidder Information materials; (2) other Contract Documents.

The Contract comprises the entire agreement between the parties concerning the matters herein. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.

(2) *Full Compensation.* The grant by the Board of marketing or other rights to Contractor herein will fully compensate Contractor for all of the following: its expense of providing the Services; the furnishing all labor, materials, vehicles, equipment and incidentals related to the Services; its performing all work and Services contemplated and embraced under the Contract; for all loss or damage it may incur that arises out of the performance of the Services; for all risks it incurs with connection with performing the Services or entering the Contract; and for it completing and performing its obligations,

responsibilities and operations contemplated in these Specifications, in other provisions in the Bidder Information materials and in the Contract.

(3) *Damage to Board Property.* Contractor agrees to reimburse Board for the reasonable cost of repair or otherwise compensate it for damages to the real property at its Schools that may be damaged due to the neglect of Contractor or its failure to perform Services in compliance with the Specifications herein or in the Contract.

(4) *Warranty.* Contractor will perform its Services in a good and workmanlike manner consistent with the standards utilized for like operations.

(5) *Compliance with Laws.* Contractor shall, at all times, observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect or apply to the performance of the Services, including, but not limited to, all laws and regulations governing its employment of personnel, the payment of wages or benefits to its personnel who perform Services, those intended to protect the environment or public health, any Occupational Safety and Health Administration regulations or other laws or regulations designed to protect the safety or well-being of its workers, laws regarding the inspection, maintenance, and operation of its equipment, and all environmental laws intended to protect air or water quality or public health, safety and welfare.

(6) *Licenses/Permits.* At its expense, Contractor shall procure, and maintain throughout the Term, all federal, state or local governmental licenses (including, but not limited to, a Business License issued by the City of Trussville) and authorizations and permits required to perform the Services, and provide all notices necessary and incident to lawful performance of the Services.

(7) *No Waiver by Board.* The Board shall not waive any of its rights under the Contract except in a writing signed by its Contract Representative. Further, no forbearance or waiver of any breach of Contract by the Board shall be construed or determined to be a waiver of any other or subsequent breach.

(8) *License to Enter Board Sites.* During the course of performing the Services, the Board grants Contractor a license to enter, temporarily occupy and utilize those parts of Board property or buildings as is reasonably needed to perform those Services ("Board Sites"). Contractor agrees as follows with respect to this license:

(i) It will not block or restrict traffic over any roads or ways on Board Sites or Schools;

(ii) It is responsible for any damage to persons or property owned by the Board or third parties on account of any negligent act, omission or misconduct by its employees, officials or other representatives (including any authorized subcontractors) in performing the Services, including, but not limited to, damage occurring in the operation of Contractor delivery vehicles on or about Board Sites; and

(iii) Guidelines. Contractor shall comply with the following requirements that apply to all vendors and their personnel who perform work, services or conduct operations on or about the Schools:

- NO Weapons on school grounds.
- NO illegal substances on school grounds.
- NO smoking on school grounds.
- Visible identification of Contractor personnel and Contractor vehicles is required at all times.
- Appropriate language shall be used at all times.
- NO contact or communication with any students who may be at a School when Services are performed.

(9) *Responsibility for Training & Supervision.* Contractor exclusively will be responsible for training and supervising all of its employees or personnel (including any authorized subcontractor personnel) in connection with the performance of Services and take necessary actions to ensure that its workmen have sufficient skill and experience to properly perform the Services assigned to them.

(10) *Safety.* Contractor exclusively is responsible for the safety of its employees, personnel, contractors or other representatives (including any authorized subcontractors) while any of them are performing Services or operations on or about any School, Board facilities, or buildings thereon.

Additionally, Contractor agrees that, before its employees, workers or authorized subcontractors perform any Services on any School or property owned or controlled by the Board (collectively, a "Work Site"), the Contractor (a) will inspect each such Work Site, (b) has the sole responsibility to identify any condition or hazard thereon that will prevent it or any of its personnel from safely performing the Services, and (c) agrees that it and its personnel are responsible for performing its Services in a safe manner that does not put at risk the safety of other persons or endanger property. The Board makes no representations concerning the condition of any Work Site or buildings thereon, whether any Work Site contains any latent or patent defects, or whether any Work Site is otherwise fit and safe for the Contractor's operations or the performance of its Services. Additionally, the Contractor exclusively is responsible for the safety of its employees, personnel, subcontractors or other representatives while any of them are performing services at a School or Work Site.

(11) *Required Background Check.* Contractor agrees to perform a criminal background check with respect to any of its employee, personnel or other representatives (including any authorized subcontractors) that are assigned to work or provide Services on or about any School or other Board facility. Contractor is responsible to pay for these reports, to maintain them on file, and to not assign any personnel with an unsatisfactory criminal history or background to provide Services on or about a Board Site.

(12) *Indemnification of Board/Contractor Insurance Requirements.*

(i) Indemnification. Contractor agrees to defend, indemnify, and hold harmless the Board, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereafter a "Contractor Representative") asserted against the Indemnitees that arise out of, relate to, result from, or are attributable to any of the following: (a) any default of the Contractor or its failure to perform its obligations under this Contract; (b) any conditions in or about the School Sites that the Contractor or any Contractor Representative may enter or encounter in performing their Services or work; and (c) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform the Services and work. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(ii) Insurance Requirements. Contractor shall maintain the following types of insurance for the duration of this Contract and for limits not less than stated below:

(a) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, shall include completed operations and assumed contractual liability coverage, and shall have limits of not less than \$1,000,000

combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence;

This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to Board property and Board personnel caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor Representative, in performing the Services and work contemplated in the Contract.

(b) Automobile Liability: This insurance shall cover owned and rented vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage; and

(c) Workers' Compensation: As required by statute.

All required insurance shall be provided through a policy(ies) issued by a company or companies qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the Board. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the Board and its officers, employees and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of Services hereunder, the Contractor shall provide the Board a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

(13) *Contract Representatives.* Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and administration of this Contract (the "Contract Representative(s)"). These Representatives will be the primary contact for their respective organization for communications about the Contract, they will be available when Services are performed, they will have authority to make timely decisions on the administration of the Contract consistent with the terms herein, and they are the persons to whom written notices contemplated herein and to whom instructions and other information regarding the Contract are directed.

The Board's Contract Representative is:

Mr. Jim Kirkland
Trussville City Schools
476 Main Street
Trussville, AL 35173
jim.kirkland@trussvillecityschools.com

The Contractor will designate its Contract Representative following the award of the Contract.

Either party may designate a Contract Representative other than the persons identified above by providing written notice to the other.

(14) *Notices.* Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representative(s) via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

(15) *Dispute Resolution.* The Contract Representatives will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under the Contract (a "Dispute"). If those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated.

(16) *Representations of Contractor.* As further inducement to enter this Contract, the Contractor represents and warrants to the Board that (i) it will perform its Services and work in a good, workmanlike and timely manner; and (ii) it has duly taken that all actions required to be taken by it or on its behalf to enter this Contract and to perform its obligations and agreements hereunder.

(17) *No Subcontracting or Assignment without Consent.* Without the written consent of the Board, which may be withheld for any reason, the Contractor may not retain or subcontract with another entity to assist it perform the Services and or its obligations in this Contract. If a subcontractor is approved and performs work contemplated by this Contract, Contractor shall remain responsible to the Board for the actions, conduct and performance of the subcontractor (and any of its agents, employees or representatives), and any services or work performed by a subcontractor shall be considered as having been rendered by the Contractor and directly provided by it.

Further, the Contractor may not assign this Contract, or any of its rights or benefits hereunder, to any other party without prior written approval of the Board, which approval will not be withheld for good reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

(18) *Independent Contractor.* Contractor is an independent contractor of the Board. This Contract does not create any partnership, joint venture or principal-agent relationship between the parties. Further, the Board retains no control or authority with respect to the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs the Services or work. None of the personnel assigned by the Contractor to perform Services shall be considered an employee or agent of the Board.

Further, Contractor shall establish and pay each of its employees, workers or subcontractors the wages, benefits, and any other compensation owed them with respect to their services or this Contract. No workers or other person engaged by the Contractor are eligible to receive any benefits provided by the Board to its employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including, but not limited to, withholding amounts for federal income taxes, Social Security taxes, unemployment taxes and applicable state and local income taxes, and, if applicable, the provision of benefits under the Affordable Care Act or other federal or state laws.

(19) *No Third-Party Beneficiaries.* The Contract is made only for the benefit of the Board and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(20) *Amendment/Counterparts.* The Contract may be (i) amended or modified only by written instrument signed by both parties and (ii) executed in counterparts, each of which when executed by the parties shall be deemed to be a complete original. Copies of the Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other means reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

(21) *Applicable Law/Enforcement/Construction.* The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating

thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles. If any provision of the Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect. Finally, Furthermore, if any ambiguity in the terms of the Contract is determined to exist, no presumption shall be made that either of the parties drafted it.

(22) *Exclusion of Consequential Damages.* NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT, CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE BOARD ARISING FROM ITS ALLEGED BREACH OF THE CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE BOARD AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM THE BOARD'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE BOARD WOULD NOT HAVE ENTERED THE CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE BOARD BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THE CONTRACT BY THE BOARD.

(23) *Immigration Law Compliance.* Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the Board and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this paragraph, the Contract will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

(24) *No Boycott.* Pursuant to Ala. Code § 41-16-5 (1975), Contractor represents and agrees that, by entering the Contract, it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

III. NO PRE-BID CONFERENCE/PRE-BID INQUIRIES/ADDENDA

The Board will not conduct a Pre-Bid Conference for this Bid. Notwithstanding, interested contractors must make an appointment to tour the Schools to review the locations where Services,

Vending Machines, and other facilities are to be provided by contacting Jim Kirkland, Chief Financial Officer for Trussville City Schools.

Specific questions about the Services, the Specifications or other bid materials or doing business with the Board should be directed in writing to Jim Kirkland, Chief School Financial Officer at jim.kirkland@trussvillecityschools.com by May 9, 2025. The Board will attempt to respond to those inquiries no later than May 12, 2025. Those responses, and any Addenda to the Specifications that are issued by the Board, will be incorporated into and become part of the Specifications.

IV. MINIMUM QUALIFICATIONS OF CONTRACTOR & REQUIREMENTS FOR AWARD

The Board only will consider bids from contractors, and award the Contract to a Contractor that meets the following requirements:

- a. The successful Contractor must provide information evidencing that it has performed Services similar to those requested here and entered agreements similar to this Contract for at least two (2) local school boards or other educational institutions in Alabama over the last five (5) years. Information related to those Services and contracts must be provided on **Exhibit B** (the “Bidder Qualification Form”).
- c. The Contractor must possess or agree to procure all applicable licenses to perform the Contract, including, but not limited to, a business license issued by the City of Trussville.
- d. Prior to the award of the Contract, the Contractor must furnish a certificate(s) or other evidence indicating that it has complied with its Insurance requirements in the Bidder Information materials.

V. PROCESS FOR AWARD OF CONTRACT

1. The award will be made to the responsive bidder that submits the bid that the Board determines is most advantageous to it. The Board will assess the following factors in making this determination: the overall financial value of the bid to the Board; the experience of the bidder in performing like services; whether the bidder closely meets the requirements and specifications for this Bid; the bidder’s financial ability to meet the contract, any previous performance in performing like Services; the variety of Beverages and Snacks and reasonableness of proposed pricing for them at Vending Machines, the amount and type of proposed additional financial support or contributions; and other objective factors which are reasonably related to the Services and Contract.

2. The Board reserves the right to reject a bid from any respondent that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are of a nature similar to that contemplated in this Bid.

3. In determining the contractor to whom to make the award, the Board reserves the rights to:
 - (a) reject the proposal of any bidder which, based on the Board’s investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
 - (b) reject the proposal of any bidder who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements;

- (c) reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction;
- (d) request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, financial or other resources and adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the Board;
- (e) disqualify a response because it is incomplete or the bidder failed to provide information requested in the Bidder Information materials; and
- (f) reject any “Irregular Bid.” A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.

4. After the Bid opening, the Board may require a period of up to ten (10) days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions, and contact any persons having information that is pertinent to the award of the Contract.

5. The Board anticipates that it will award the Contract to the successful Contractor at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.

6. After making the award, the Board will require the Contractor to satisfy any outstanding conditions of the award (including provision of insurance certificates evidencing compliance with insurance or coverage requirements) within five (5) days after date of notice of that award. If the successful Contractor fails to take those actions, it may be considered by the Board to have abandoned its proposal and its bid shall be deemed to have been withdrawn, and any bid bond or other bid security shall be forfeited to the Board as fixed and agreed damages. The submission of a bid by any bidder shall be considered as acceptance of these provisions by them.

7. A bid may be considered not responsive if it fails to substantially comply with the entire requirements in the Bidder Information materials or materially deviates therefrom,

8. If the bidder to whom the Board awards the Contract declines to accept that award, the Contract may be awarded to entity submitting the next most advantageous bid meeting requirements and specifications.

IV. INSTRUCTIONS FOR SUBMITTING BIDS

1. To be considered for the award, an interested contractor must submit its bid no later than May 15th, 2025 at 2:00 p.m. Each interested contractor is responsible for delivering, mailing, or making arrangements so its bid is actually received on or before that time at the following address: Trussville City Schools, 476 Main Street, Trussville, Alabama 35173.

2. Bids and other materials submitted with it should be typewritten or in ink. Bids submitted in pencil or faxed to the Board will not be accepted.

3. On the envelope containing its bid, the bidder shall clearly mark “SEALED BID – OPEN ONLY AT BID OPENING FOR BEVERAGE SUPPLY CONTRACT FOR TRUSSVILLE CITY SCHOOLS” and state the time/date of the bid opening.

4. Bids shall be entered on the Contractor Bid Response Form that is attached as **Exhibit A**.
5. Each bidder must complete and return the following with its bid:
 - (a) two copies of the fully completed, signed and notarized Contractor Bid Response Form (**Exhibit A**), including a completed List of Beverages/Unit Prices and a completed List of Snacks/Unit Prices.
 - (b) two (2) copies of the fully completed, signed and notarized Bidder Affidavit and Warranty; this document is included in **Exhibit A** and
 - (c) two copies of the fully completed, signed and notarized Bidder Qualification Form (**Exhibit B**),
6. Bids may not be withdrawn after submission without the consent of the Board or except as allowed by applicable law.

V. FORMATION OF CONTRACT

The parties will not necessarily execute any particular form of agreement after the award of the Contract. By submitting a bid and accepting the award of the Contract, the successful Contractor agrees to perform the Services and its obligations in the Contract pursuant to the terms, provisions, and understandings in these Bidder Information materials. Unless expressly agreed by the Board in writing, no terms, conditions, or provisions that Contractor may include with its bid, in invoices, or in any other writing it submits to the Board that are inconsistent with those in these Bidder Information materials will modify or change the provisions herein.

EXHIBIT A - CONTRACTOR BID RESPONSE FORM

Below is the firm bid by the undersigned to perform the Services and other obligations of the Contract for BEVERAGE SUPPLY CONTRACT FOR TRUSSVILLE CITY SCHOOLS. The undersigned submits this Form in response to the Invitation for Bids for this Contract.

The Board may use the address and contact information below for its communications with the undersigned bidder. The undersigned acknowledges that it has read and understands the Specifications and other conditions for the award of the contemplated Contract, and, except as may be listed below, submits its bid and agrees to perform the Services in accordance with those Specifications and other requirements in the Bidder Information materials. Any Exceptions to the Specifications or other requirements in the Bidder Information materials that you wish to make shall be stated on a separate sheet that you attach to this Response

Instructions: Please complete the following Tables 1-5, the Other Consideration to Board document, and execute and return this Form and the Bid Warranty & Affidavit below.

TABLE 1 – CASH CONTRIBUTION/DONATION

Contractor will pay the Board the following cash amount that it will use for the benefit of the school system as set forth in the Bidder Information Materials. Please list the amount of any proposed one-time contribution to be provided in the year of inception of the Contract, as well as any recurring annual contribution to be provided.

One-time Contribution: \$ _____

Annual Contribution: \$ _____

BID SIGNATURE PAGE

<i>Name of Firm or Company Submitting Bid</i>	<i>Date of Bid</i>
<i>Street Address</i>	<i>Tax Id # of Bidder</i>
<i>City State Zip</i>	<i>Web Site of Bidder</i>
<i>Printed Name Representative Executing for Bidder</i>	<i>Cell Ph. # Bidder Contact</i>
<i>Signature of Bidder Representative</i>	<i>Office Ph. # Bidder Contact</i>
<i>Title</i>	<i>Email Address Bidder Rep.</i>

Sworn to and subscribed before me on this _____ day of _____ 2025.

Notary Public	Commission Expiration Date
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BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents, and agrees that each of the following is true and correct in connection with this BEVERAGE SUPPLY CONTRACT FOR TRUSSVILLE CITY SCHOOLS:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the Board (whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered to or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (f) the Board may rely on information submitted in awarding the subject Contract.

Name of Firm or Company Submitting Bid

By: _____
Signature of Bidder Representative

Printed Name: _____

Its: _____
Title

Date: _____

Sworn to and subscribed before me on this _____ day of _____ 2023.

Notary Public	Commission Expiration Date
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**EXHIBIT B –BIDDER QUALIFICATION FORM
BEVERAGE SUPPLY CONTRACT FOR TRUSSVILLE CITY SCHOOLS**

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.

1. Name of Business: _____

Principal Business Address: _____

2. Business Contact(s)

(a) Primary Contact (NOTE: The Primary Contact should attend the Pre-Bid Conference if required in connection with this Bid.)

Name: _____
Title or Position with Company: _____
Day Phone: _____
Email: _____
Street Mailing Address of Contact: _____

(b) Other Business Contact(s) List the name, position, telephone number, email, and street addresses of responsible persons on the bidder's staff other than the Primary Contact.

3. Business History

(a) How many years has your organization been in business? _____

(b) How many years has your organization operated under its present business name?

4. Experience Performing Similar Services and Contracts. Has your firm contracted with other local school boards or educational institutional institutions in Alabama to perform services and contracts of the nature contemplated for this Contract? Yes ___ No ___. If Yes, on a separate sheet, furnish evidence that your firm has provided Services of the nature required in this Bid and entered contracts similar to the Contract here for at least two (2) local school boards or other educational institutions in Alabama over the last five (5) years. As to each such school board or institution and contract, please provide the following information on this attached sheet:

(a) Name and address of the board or institution with whom you contracted:

(b) Name of reference & contact information for such board or institution;

(c) Detail the nature of your services and contract, including, but not limited to, scope of project, nature of services you provided, amount and types of beverages supplied, and dollar value of contract; and

(d) The date(s) of when such contracts were performed.

5. Key Personnel. Identify all key personnel in your organization that your firm will assign to perform its responsibilities to the Board under the Contract, including, but not limited to, the person who will have that primary supervisory function. List each person's name, title, years of experience, and any other qualifications for such persons that are pertinent to performing the Contract.

6. Resources. State in detail below the resources (including, but not limited to, the number of employees and financial reserves) that you have available to perform the contemplated Contract:

7. Insurance. If available at this time, please attach a certificate issued by your current Insurance Carrier(s) indicating the existence and limits of your Comprehensive General Liability (including completed operations and contractual liability coverage), Automobile Liability, and Worker's Compensation coverage that is required in the Bidder Information materials.

8. Claims History

(a) Within the last five (5) years, has your firm, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide Services of the nature contemplated in the Contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.) Yes _____ No _____ If yes, for each such contract, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved:

(b) Within the last five (5) years, have any of your clients or customers formally declared your organization in default or that has breached a material obligation in any agreement to provide Services of this nature in the Contract? Yes _____ No _____ If Yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

(c) Has your organization ever failed to complete any work or contract awarded to it to perform Services of the nature in this Contract? Yes _____ No _____ If Yes, please provide all details related to such matter.

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder: _____
Type or Print

By: _____
Signature

Printed Name: _____

Its: _____
Title of Authorized Representative

Sworn to and subscribed before me on this _____ day of _____ 2023.

Notary Public

Commission Expiration Date

