

December 1, 2023
BID # 24-01
INVITATION TO BID
Walk-in Freezer Hamilton High Lunchroom

The Marion County Board of Education will accept bids for the following food service cafeteria project for the school system's Child Nutrition Program, according to the specifications set forth in this bid request:

Walk-in Freezer Hamilton High Lunchroom
211 Aggie Avenue
Hamilton, AL 35570

Bid opening will be held **December 14, 2023**. Bids may be mailed to the attention of Jennifer Roberts, CNP Director, Marion County Board of Education, 188 Winchester Drive, Hamilton, AL 35570, or hand delivered at the bid opening. Bids will be publicly opened and read promptly at **2:00 pm CDT on December 14, 2023**. No bids will be accepted once the opening begins. Please note any requirements listed on the response form and bid specification sheet.

Marion County Board of Education reserves the right to award the bid based on budgetary limits approved by the Alabama State Department of Education.

The responsible bidder shall be responsible for delivery, installation, and training to the specified school.

Bidders are to use the bid response forms included in this packet and guarantee the quality of work to meet or exceed specifications set forth in this bid request.

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

Step 1: Issue warning letter and outline violations and length of time allowed to correct the problem.

Step 2: Issue letter of intent to cancel contract if problem is not resolved by given date.

Step 3: Issue letter to cancel contract.

It is not the policy of the Marion County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors which may be used to determine the low responsible bidder. Bidders must abide by the provisions of the Americans with Disabilities Act of 1990 in order to provide goods or services to the Marion County Board of Education.

Section 9 of the Alabama Immigration Act No. 2011-535 (<http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535>) requires contractors provide the Alabama Department of Education with an **Affidavit of Immigration Compliance and the contractor's E-Verify Memorandum of Understanding** as a condition of the award of any contract. **These two documents must be included with the bid.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. A contractor can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.dhs.gov/e-verify.

All items in the bid shall be awarded to one vendor on the basis of lowest total price with all standards of quality for each item as described being met. Bidder is to quote prices on all items listed. A bid that does not contain a price for each item may not be considered.

Payment will be made by the school system upon receipt of invoice, inspection, and acceptance by a designated employee of the Marion County School system.

The Marion County Board of Education reserves the right to reject any and all bids and to award the bid in a manner deemed to be in the best interests of the Marion County School system. In the event that any provisions of the bid award or written contracts emanating from the award is in conflict with Alabama's bid law, the bid award and resultant contract are declared null and void.

The vendor's representative must complete and sign the attached Itemized List Bid Proposal form, Vendor Certification page, and the form titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Transactions."

Envelopes containing bids should be sealed and clearly marked on the outside, "**CNP Bid # 24-01**" due **December 14, 2023, by 2:00 PM**. Bids should be mailed to Jennifer Roberts, CNP Director, Marion County Board of Education, 188 Winchester Drive, Hamilton, AL 35570.

GENERAL INSTRUCTIONS TO BIDDERS

The following requirements for the CNP **Bid #24-01** HAMILTON HIGH LUNCHROOM WALK IN FREEZER for Marion County Schools have been developed in accordance with the terms and conditions of the Alabama Bid Law and shall be a part of the contract document as fully as if they were written verbatim into those documents and all bidders shall take it into account when preparing estimates.

Listed below are instructions to bid on this project for the Child Nutrition Program of Marion County Board of Education:

1. All bid quotations shall include delivery under conditions specified. Bidder shall be responsible for installation of all new equipment, and final connections.
2. Sealed bids may be mailed to: Jennifer Roberts – CNP Director, Marion County Board of Education, 188 Winchester Drive, Hamilton, AL 35570.
3. No oral, telegraphic, or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to be fully informed as to all conditions and limitations.
4. Unit Cost prices are not to exceed two decimal places. The decision of the Marion County Board of Education will be final on any question of pricing.
5. USDA regulations prohibit schools from paying service charges and/or interest. Vendors are thus prohibited from making such charges.
6. The bid will be awarded to the lowest and most responsible bidder meeting all requirements of the identifications listed herein.
7. It is the intent of Marion County Board of Education to award the bid as a total package bid award; however, the Board reserves the right to award the bid in any manner which will best serve the needs of Marion County Board of Education.
8. By submitting bids, all vendors agree to and accept the provisions of the specifications and considerations.
9. Any requests for substitutions to the items listed in this Invitation to Bid must be received and approved by the CNP Director by **(Ten days before bid opening)**. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. A copy of any approved substitutions will be sent to all vendors in an amendment.
10. The successful bidder must provide a copy of their current city business license before the bid can officially be awarded by the Marion County Board of Education.
11. The successful bidder to deliver, uncrate, install and remove crating.
12. All prices submitted in this proposal are to be delivered prices and shall not include any state or local taxes. The Marion County Board of Education is not liable for Federal Excise or State Sales Tax.

13. Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to the destinations provided.
14. A schedule of delivery and installation will be developed with the successful bidder that will meet the requirements of the school Child Nutrition Program.
15. The successful bidder will be responsible for any damage to the buildings and grounds that are a direct result of carelessness/negligence of the delivery person.
16. All bidders must make proposal in accordance with the requirements and specifications and on the enclosed proposal form, or the bid will not be considered.
17. Marion County Board of Education may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
18. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number, and bid opening date shall be written on the outside of the deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
19. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid, delivered to the various destinations, in amounts ordered.
20. Marion County Board of Education reserves the privilege to re-bid or re-negotiate any item(s) if price(s) are beyond the amount anticipated or negotiations are unsatisfactory.
21. All inquiries regarding this Invitation to Bid shall be directed to the CNP director through e-mail or phone to: Jennifer Roberts, CNP Director, Marion County Board of Education, 205-921-3191 (phone) or jroberts@mcbe.net.

SPECIAL INSTRUCTIONS

1. **Bidders must make jobsite visit prior to bid date to fully familiarize themselves with existing conditions. Schedule visit with Jennifer Roberts, CNP Director (office 205-921-3191, email: jroberts@mcbe.net).**
2. Each bid shall be submitted on the proposal forms furnished by the Marion County Board of Education. Bids submitted in any other manner shall not be accepted.
3. Sealed proposals will be received **by the Marion County Board of Education, 188 Winchester Drive, Hamilton, AL 35570**, on **December 14, 2023** for CNP BID **Bid #24-01 HAMILTON HIGH LUNCHROOM WALK IN FREEZER**. Bids will be opened at **2:00 PM CDT** in the Board Room at the Marion County Board of Education Central Office located at, 188 Winchester Drive, Hamilton, AL 35570, 35592. Bidding documents are enclosed or may be secured from the office of Jennifer Roberts, CNP Director, Marion County Schools, 188 Winchester Drive, Hamilton, AL 35570. Bids may be hand carried or mailed; however, it is the responsibility of bidders to assure that bids are received not later than **2:00 PM CDT**. Bids received after this time will not be considered.
4. Bid proposals must be received in the format provided on or before the specified date and time. The bid proposal must be enclosed in an opaque envelope clearly marked "**Bid #24-01 HAMILTON HIGH LUNCHROOM WALK IN FREEZER**" with the date and time of opening on the lower left corner.
5. The Marion County Board of Education reserve the right to award this bid on an item-by-item or all-to-one vendor basis.
6. Specific Brand and Model Number of Equipment: Reference to manufacturers, suppliers, catalog numbers, etc. is intended to set quality standards and does not exclude bids from others as long as quality standards are met. It is the Owner's intent not to accept a lesser quality than is set forth in these specifications. All submissions for pre-approval must be emailed to Jennifer Roberts, CNP Director, Marion County Board of Education, jroberts@mcbe.net, ten (10) working days prior to the bid opening.
7. All prices quoted shall be F.O.B. the ordering school cafeteria and shall be guaranteed for a period of 30 days after award of contract; however, items may be purchased for twelve (12) months after award of bid if vendor can honor bid prices. The right is reserved to purchase additional quantities during this time.
8. The vendor shall sign the attached certification sheet in accordance with the information requested. If this sheet is not signed, the Marion County Board of Education cannot classify this offer as a legitimate bid. It is imperative the bidder carefully read all terms and conditions pertaining to the bid.
9. As required by the State Law, a bid bond, as required by Alabama State Law, in the amount of your bid or a certified check for 5% of the total bid, not to exceed \$10,000.00, is required at the time of the bid opening. Failure to submit a bid bond will void your bid.

All bid bonds will be returned to vendors after award letter(s) has been signed by successful bidder(s).
10. It shall be the responsibility of the vendor to replace all damaged goods and to file all freight claims.
11. All equipment offered by the bidder must be new: shall not be used, rebuilt, and/or refurbished; shall not have been used as demonstration equipment and shall not have been placed anywhere for evaluation purposes.

12. Removal of existing equipment will be the responsibility of the Maintenance Department of the Marion County Board of Education.
13. The Marion County Board of Education maintenance department shall provide all necessary electrical, water, and gas hookups to the point of connection. Marion County Board of Education maintenance department is responsible for providing all facility electrical upgrades required to accommodate the new walk-in freezer and its refrigeration system. Upgrades shall include but are not limited to, addition of new breaker(s) and/or electrical disconnects for the condensing units as well as running new service wiring from the electrical service box to the disconnect at the condensing unit.
14. **Successful bidder will deliver, uncrate, set in place, install, make all connections, remove debris from property, and have a factory certified technician perform factory start-up, prior to **APRIL 30, 2024** for all equipment.**
15. **An authorized manufacturer's representative will provide an equipment demonstration on or prior to **APRIL 30, 2024**, on installed equipment. The scheduling of the demonstration shall be scheduled with Jennifer Roberts, the Child Nutrition Program Director, at least three (3) days prior. Demonstration shall be scheduled during normal working hours 8:00 AM and 2:30 AM.**
16. Equipment to be as specified or prior approved equal. Any substitution request must be made in writing and received 10 days prior to bid date and be accompanied by specifications with any and all discrepancies noted.
17. The Child Nutrition Program will be responsible for payment upon receipt of equipment and the satisfactory execution of the contract as specified in this "Invitation to Bid".
18. A certification statement from the U.S. Department of Agriculture regarding debarment and Suspension shall be submitted. This statement MUST be completed and returned with the bid form, or the bid shall not be considered.
19. A refusal by the first lowest qualified bidder may result in the bid being awarded to the next lowest bidder meeting the requirements and specifications. It is not the practice of the Marion County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, terms of delivery and payment, delivery schedule, past service and experience are factors that may be considered in awarding the bid.
20. State delivery date in your bid. This may be a factor in the award of the bid.
21. It is the intent of the Board of Education to pay invoices net 30 days. Therefore, the successful bidder must furnish two (2) invoices for each school attached to a shipping ticket that has been signed by the Manager or his/her designee. One monthly statement must be provided including the following information for EACH school:
 - (A) School name
 - (B) Date of delivery
 - (C) Invoice or ticket number
 - (D) Quantity purchased
 - (E) Extended totals, etc.
 - (F) Bid prices
22. A schedule for delivery will be developed with the successful bidder that will meet all the requirements of the school programs. Written confirmation, by fax or e-mail, of delivery must be provided to CNP Director at least (3) three working days in advance of delivery.

23. All prices quoted shall include uncrating, assembly, and setting in place of items ordered. Any alterations necessary to lunchroom doors, etc., in order to move equipment into the building will be at the vendor's expense.
24. Bidder must make proposal strictly in accordance with the requirements and identification and in proposal format provided, otherwise, the bid will not be considered.
25. Should a bidder find discrepancies in or omissions from the bidding document or should be in doubt as to the meaning; clarification should be requested by calling Jennifer Roberts at (205) 695-9125.
26. The Marion County Board of Education shall be provided three (3) operation instruction manuals at the time of the demonstration.
27. The Marion County Board of Education reserves the right to decrease the quantity required for any item.
28. The Marion County Board of Education 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 than the low bidder, if cause can be documented.
29. The successful bidder shall provide the Marion County Board of Education with the company name, name of contact person, address and telephone number of the factory authorized service agent for the item bid.
30. **Rejection of Bids:**
The Marion County Board of Education may reject a bid, but not limited to the following, if:
 - The bidder misrepresents or conceals any material fact in the bid.
 - The bid does not conform to the bid documents.
 - The bid does not comply with requirements, specifications, and conditions of the bid document.
 - It is deemed in the best interest of the Marion County Board of Education.
 - Failure to mark envelope as required.
 - Failure to sign bid document.
 - Failure to provide requested information or other details of the bid.
 - Failure to sign and include Debarment and Suspension Certificate.
31. The Marion County Board of Education is not liable for Federal Excise or State Sales Tax.
32. Standard District Conditions:
 - This contract shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama. Contractors providing service under this Request for Proposal, herewith, assures the school districts that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 12466, entitled "Equal Employment Opportunity", as amended by Labor regulation (41 CFR Part 60). State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices. Contractor shall comply with applicable federal, state, and local laws and regulation pertaining to wages, hours, and conditions of employment. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment for audit purposes and to make said records available upon request. Contractors are required to be in compliance with the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations.

- By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, and is in all respects fair and without collusion or fraud.
 - Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement, or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school systems shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.
33. All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State.
 34. All potential bidders must be and have been authorized to do business in the area of food service large equipment for a minimum of the past (5) five years.
 35. Bidders shall submit on or before the opening one (1) original and two (2) copies of the request for bid.
 36. All quotations must be in ink or typewritten. Mistakes may be crossed out and corrections inserted adjacent and initialed by the signer of the bid.
 37. No bid shall be withdrawn or modified after the time set for bid opening.
 38. Bids received after the time set for the bid opening will not be considered.
 39. The bid will be awarded at the first scheduled Board Meeting following the opening of the bid.
 40. The awarding of the bid shall take place after the bid has been approved or rejected by the Board of Education.
 41. The Board of Education is not liable for Federal Excise or State Sales Tax.
 42. Failure on the part of the school system or the successful bidder to comply with the provisions of this contract may result in contract termination.
 - Each party shall follow the procedure outlined below if a contract is to be terminated.
 - All transactions shall be sent by Registered or Certified Mail.
 - Step 1. Issue warning letter and outline violations and length of time to correct the problem.
 - Step 2. Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
 - Step 3. Issue letter to cancel contract.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Updated May 30, 2018

Title 2: Grants and Agreements PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business

firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart C—Requirements for School Food Authority Participation §210.16 Food service management companies

(d) The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents for non-Federal entity.

(e) Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

(f) The contract may be terminated by the County with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability of the county for damages sustained by virtue of a breach by the contractor.

(g) See Board Policy for Code of Conduct.

Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement

(d) Buy American—

(1) Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means—

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

(i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to—

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts—

(1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(g) Geographic preference.

(1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

(2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single

package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax%20Mail.pdf), (AD-3027) found online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax%20Mail.pdf>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Walk-in Freezer Hamilton High Lunchroom

BID # 24-01

WALK-IN FREEZER SPECIFICATIONS

Marion County Schools

Hamilton High School

This bid is for a new walk-in freezer box, refrigeration equipment, and shelving.

GENERAL SPECIFICATIONS:

The THERMO-KOOL walk-in specified shall be prefabricated modular construction. It shall be designed and constructed to allow fast and easy field assembly, disassembly, relocation and enlargement by the addition of like modular panels. Walk-in shall be designed and constructed as shown on plan. Overall exterior size of the walk-in freezer shall be approximately 12 ft 0 in x 12 ft 0 in x 8 ft 0 in tall, to fit exact job site requirements. The interior dimensions of this freezer section shall be approximately 11 ft 4 in x 11 ft 4 in x 7 ft 4 in tall. **All measurements must be field verified prior to construction by dealer.**

PANEL CONSTRUCTION:

Wall and ceiling panel widths shall be within 1" increments up to 46" wide. Corner panels shall be 90 degree angle, 12" x 12". All panels shall be interchangeable with like panels for fast and easy assembly.

Exterior finish of the exposed, front wall is to be White Smooth Aluminum. Exterior finish of the unexposed three walls are to be Stucco Galvanized. Interior finish to be Stucco Aluminum walls and White Stucco Aluminum ceiling panels.

All panels shall consist of metal pans formed to precise dimensions. Insulation shall be "foamed-in-place" urethane to bond permanently to complete inner surfaces of both interior and exterior metal pans to form strong rigid unit. Panels shall not have internal wood or metal support, framing, straps, or other non-insulating members. Each panel shall be 100% urethane foam insulation exclusive of metal pans. Perimeter structure shall be formed of DURATHANE, high density urethane insulation forming tongues and grooves to assure vapor and airtight joints and to prevent pre-installation damage and deterioration of exposed urethane surfaces.

PANEL WARRANTY:

Panels shall be covered by a Ten-Year Factory Warranty.

Continued on next page....

INSULATION:

Insulation shall be 4" thick rigid, zero ozone depleting HFC 134a blown Class I urethane foam classified according to UL 723 (ASTM-E-84) as tested by Underwriters Laboratories, Inc. The core material has a flame spread of 25 or less and a smoke density of 250.

The urethane foam is foamed-in-place to bond to inner surfaces of metal pans having an average thermal conductivity (K factor) of 0.13 BTU/hr./sq. ft. per degrees /Fahrenheit/inch. As tested in accordance with ASTM C 518-2004, the R factor for coolers at temperatures of 55 degrees F is greater than 29.0 for 4" thick panels, freezers at temperatures of 20 degrees F the R factor is greater than 32.0 for 4" thick panels.

The prefabricated urethane foamed panels shall be supplied with a Class I fire hazard classification according to UL 723 (ASTM-E-84) as tested by Underwriters Laboratories, Inc. Panels shall have a flame spread rating of 25 or less and bear a certifying Underwriters Laboratories, Inc. label.

This rating is not intended to reflect hazards presented by this or any other material under actual fire conditions

PANEL LOCKING ASSEMBLIES:

Assembly of walk-in shall be accomplished by "Insta-Loks" consisting of cam-action hook arm assembly set in one panel and a self-aligning, self-centering, pin assembly set in the matching panel. All vertical joints must have a minimum of three Insta-loks. Rotation of the cam-action hook arm shall pull and lock panels together to form airtight, vapor proof joints. No metal straps or connecting rods shall be used inside the panels. Rotation of the cam-locks shall be operated from inside the walk-in through access ports that are sealed with vinyl snap-in closures.

PANEL GASKETS:

NSF listed double-bead vinyl gasket shall be applied to the tongue side of all panels, on both interior and exterior. Gaskets shall be impervious to stains, grease, oils, mildew, sunlight, etc.

Continued on next page....

ENTRANCE DOOR AND FRAME:

Walk-in freezer shall be equipped with a 36" x 78" hinged-type, flush-mounted entrance door mounted in a nominal 57-1/2 inch frame and located as shown on drawing. Freezer door should be left hinged (see layout).

Door and frame shall be listed by Underwriters Laboratories and bear the UL Seal of Approval.

Door shall be equipped with a one-piece perimeter PVC accordion type removable gasket with magnetic core at the top and along the side perimeter of the door. An adjustable wiper gasket shall be mounted along the bottom edge of the door.

Latch shall be break-a-way type with cylinder lock and inside safety release handle so the door can be opened from the inside even if locked. A positive action hydraulic door closer shall be included to ensure gentle closing action of door to opening and to ensure positive closing of door. The latch shall be of high pressure zinc die cast with highly polished chrome finish.

Door shall be supplied with two adjustable hinges with built-in spring action. Strap shall adjust horizontally, providing door lift and rotation to keep door square and prevent energy loss from sagging doors. Cam-rise closing reduces gasket wear. Flange shall have a removable cap, allowing lift-off of door without removing hinges.

Door frame shall consist of heavy reinforced steel "U" channel frame to encompass entire perimeter of opening, foamed-in-place to give extra support and rigidity to frame and to prevent racking, distortion, warping and twisting. A backup must be welded for added strength. Vinyl, fiberglass, or other composite frame materials shall not be allowed.

An armored anti-sweat heater cable **and a back-up heater cable** shall be run in a breaker strip located behind a removable heavy gauge stainless steel trim for easy access to heater cable. Heater cable shall be run under threshold consisting of heavy reinforcement "U" channel breaker strip and heavy gauge stainless steel threshold.

Door sections shall be provided with an operating toggle switch and pilot light mounted on the exterior side of the door frame. A face mounted inlet box with an CFL, vapor proof, light shall be mounted on the interior side of the door frames for 115 volt, 60 cycle, 1 phase A.C. service. All wiring shall be in concealed rigid conduit. A 2-1/2" diameter chrome face, flush mount, dual reading, adjustable dial thermometer shall be provided on exterior of door sections to provide temperature reading of -40 degrees C to +150 degrees C.

To minimize infiltration of air when door is open vinyl strip curtain doors shall be provided.

Continued on next page....

FLOOR CONSTRUCTION:

Walk-in floor shall be fabricated similar to other panels and be designed to withstand uniformly distributed stationary loads of 600 lbs. per square foot. Interior surface of floor panels to be foamed-in-place 1/8" Aluminum Treadplate.

INTERIOR RAMP:

Walk-In floor shall be equipped with an interior built-in foamed-in-place ramp at entrance door. The interior ramp shall have an NSF approved cove and have a non-skid surface and be equipped with a threshold and heater wire on freezer applications. Interior ramp shall be width of door opening x 24" depth.

TREADBRITE (OR STAINLESS STEEL) KICKPLATES:

Door shall have aluminum diamond treadbrite 36" high on the interior and exterior. Diamond treadbrite shall be mounted with adhesive and sealed with silicone (**to be installed by Installer on site**). No external fasteners such as screws or pop rivets shall be applied as fastening for the diamond treadbrite.

Exposed, exterior front wall of the freezer shall have aluminum diamond treadbrite 36" high on the exterior. Diamond treadbrite shall be mounted with adhesive and sealed with silicone (**to be installed by Installer on site**). No external fasteners such as screws or pop rivets shall be applied as fastening for the diamond treadbrite.

LED FIXTURES:

Three - 4' LED light fixture with bulbs shall be provided in this freezer. Light fixture must be connected to the door section toggle switch for the freezer section CFL vapor proof light.

TRIM AND ENCLOSURES:

Trim matching the finish of the front wall of the walk-in and fabricated to fit building conditions shall be supplied to close all joints between walk-in and building walls. Enclosure panels matching the finish of the front wall of the walk-in finish shall be supplied to close off space between top of walk-in and building ceiling.

HEATED PRESSURE RELIEF VENT:

Freezer shall be equipped with a two-way heated pressure relief vent to equalize pressure between the interior and exterior caused by defrost cycles and opening of door. Electrical service to be 115v/60/1 phase.

LOCKING BAR:

The walk-in shall be equipped with additional security by means of a **foamed-in-place concealed locking bar**. Locking bar to include provisions for a padlock so the door cannot be removed if the hinges are removed and inside safety release mechanism to prevent entrapment inside the walk-in.

REFRIGERATION:

Refrigeration system shall be supplied in pre-assembled remote configuration and shall include condensing unit, evaporator coil, control kit (pressure control, thermostat, liquid line drier, sight glass, suction line vibration eliminator, expansion valve and evaporator coil mounting kit), fan delay control and liquid line solenoid. All parts shall be factory mounted. **System requires electrical connection and drain line by qualified refrigeration, electrical and plumbing contractors.**

Refrigeration components shall consist of a 4HP low temperature air cooled condensing unit of the Scroll type, ThermoKool model RFO400L4SEB. Condensing units shall be remote, self contained, factory assembled and UL approved. The condensers shall be air-cooled. Condensing unit voltage to be 208v/60/3-ph.

Evaporator shall be forced air type with air flow parallel to the walk-in ceiling. The freezer evaporator shall be a standard low profile series, model RL6E105DDASC. Evaporator shall be equipped with an automatic electronic defrost system including coil heaters, time clock, fan delay control, drain line heaters, and liquid line solenoid.

Evaporator coil components shall be housed in heavy gauge aluminum housing. The freezer evaporator voltage shall be 208v/60/1-ph.

Refrigerant for freezer shall be R448A.

Units shall have drain pan with drain pipe connection.

A low ambient kit and weatherproof housing shall be supplied with condensing units. The low ambient kit shall consist of a crankcase heater and headmaster valve.

Continued on next page....

DRAIN LINES: All evaporator coils shall be provided with proper sized copper drain lines, **supplied and field installed by Installer**. Drains shall include a "P" trap outside of walk-in. Freezer drain shall be heated and insulated to prevent freezing. All plumbing to be in accordance with applicable codes.

NSF CONSTRUCTION:

The walk-in provided in the above specifications shall be constructed in accordance with National Sanitation Foundation, Standard No. 7. The NSF approval seal shall be affixed to the serial plate of the walk-in.

QUALITY INSPECTION REQUIREMENTS:

Walk-in shall be set up at the manufacturer's facility prior to shipment and a quality control inspection performed on the product. A digital photograph of the walk-in set up at the manufacturer's facility shall be provided for the Food Equipment Contractor's permanent records.

INSTALLATION, OPERATION, AND MAINTENANCE INSTRUCTIONS:

The walk-in shall be supplied with a complete set of installation, operational, and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule.

Bidders must obtain prior approval if not bidding specified items. Any and all variances in construction, design, performance and accessories from the item specified must be submitted in writing to the owner supervisor in addition to detailed manufacturers specifications ten days prior to bid opening.

WARRANTY:

Six Months for replacement parts and labor on all hardware, accessories, and electrical components. Ten year warranty on the foamed-in-place panels including the wall, floor, ceiling, and door. Five year repair or replacement parts warranty on the compressor motor.

Continued on next page....

Shelving:

Dealer shall provide new shelving per the models and quantities listed below. Shelving shall be of Super Erecta Series as manufactured by Metro.

Metro Super Erecta Pro Shelving:

4 each Model # 2136NK3, 36" L x 21" D Metroseal Green Epoxy Shelves

8 each Model # 2148NK3, 48" L x 21" D Metroseal Green Epoxy Shelves

16 each Model # 2154NK3, 54" L x 21" D Metroseal Green Epoxy Shelves

4 each Model # 2160NK3, 60" L x 21" D Metroseal Green Epoxy Shelves

32 each Model # 74PK3, 74-1/2" H Stationary Posts

INSTALLATION REQUIREMENTS:

Dealer shall provide and install new shelving (as specified and depicted in layout) in new walk-in freezer.

Thermo-Kool Authorized Installer shall receive, erect, and assemble all facets of new walk-in freezer. Installer shall be responsible for utilizing leveling material at point where facility floor slopes toward drain, thus insuring a level substrate to support the new walk-in. Installer shall be responsible for interconnecting all internal electrical components (door heaters, lights, evaporators, compressors, etc.), and for making final electrical connections.

Thermo-Kool Authorized Installer is responsible for installing 36" high aluminum diamond treadplate on interior and exterior of walk-in door and door jambs. Installer is also responsible for installing 36" high aluminum treadplate along full length of exposed, exterior front (wall which includes entrance door). Treadplate shall be mounted (**in the field**) with adhesive and sealed with silicone. No external fasteners such as screws or pop rivets shall be applied as fastening for the treadplate.

Thermo-Kool Authorized Installer is responsible for installing all enclosure panels and side trim, required to cover exposed gaps between walk-in and facility drop ceiling/walls.

Continued on next page....

Thermo-Kool Authorized Installer is responsible for providing all material and labor required to set in place and install new refrigeration system. Installation shall include but is not limited to copper piping, drain lines, sump pump for drain lines, and charging of refrigeration system.

Thermo-Kool Authorized Installer is responsible for start up and checking all pressures and pull down of refrigeration system to -10 degree F operating temperatures, per ThermoKool installation instructions.

Marion County Schools is responsible for providing all facility electrical upgrades required to accommodate the new walk-in freezer and its refrigeration system. Upgrades shall include but are not limited to, addition of new breaker(s) and/or electrical disconnects for the condensing units as well as running new service wiring from the electrical service box to the disconnect at the condensing unit.

TITLE: CNP BID #24-01 Walk-in Freezer Hamilton High Lunchroom

Return Bid along with the completed U.S. Department of Agriculture form (AD-1048) and other enclosed forms to:

Jennifer Roberts, Child Nutrition Director
Marion County Board of Education
188 Winchester Drive, Hamilton, AL 35570 35592
By 2:00 pm, CDT, December 14, 2023.

In compliance with your invitation to bid on FOOD SERVICE EQUIPMENT, the undersigned propose to furnish the Marion County Board of Education in compliance with the terms and conditions listed in instructions to Bidders. The price set forth below is the net school cost delivered.

The Marion County Board of Education reserves the right to award the bid either line item or firm bottom line.

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>BRAND/ MODEL#</u>	<u>TOTAL PRICE</u>
			Includes equipment price, shipping cost, delivery & installation
1	Hamilton Elem . Walk In Freezer with shelving 'Turn Key' Installation	Thermo Kool or "Preapproved equal Advance Tabco - shelving	_____

GRAND TOTAL _____*
*** Base Bid Bond on this amount.**

Number of days for delivery after receipt of purchase order _____

COMPANY SUBMITTING BID: _____

SUBMITTED BY: (Type or print) _____

SIGNATURE: _____ **TELEPHONE:** _____

ADDRESS: _____ **FAX NUMBER:** _____

PERSON/BUSINESS PROVIDING FACTORY AUTHORIZED SERVICE

Name: _____

Address: _____

Telephone: _____

Response Time: _____

CNP BID# 24-01 Walk-in Freezer Hamilton High Lunchroom

THE TERMS AND CONDITIONS OF THIS BID ARE UNDERSTOOD AND ACCEPTED.

Bids will be opened August 18, 2023. Submit bid to: Jennifer Roberts, CNP Director, Marion County Board of Education, 188 Winchester Drive, Hamilton, AL 35570, 35592.

Opaque envelope should be sealed and marked

" CNP BID# 24-01 Walk-in Freezer Hamilton High Lunchroom"

in the bottom left hand corner.

The Board of Education reserve the right to reject any or all bids and to waive informalities in awarding this bid to the low responsible bidder or bidders.

-
We are in the position to furnish the food service equiament at the prices stated. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding otherwise.

COMPANY

ADDRESS

SIGNATURE/TITLE

TELEPHONE

DATE

CONTACT PERSON

THIS BID MUST BE NOTORIZED.

Sworn to and Subscribed before me this

_____ Day of _____, 20 _____

OFFICE TELEPHONE

Notary Public

CELL PHONE or BEEPER PHONE

List below the name and telephone number of the individual to be contacted concerning questions on this bid:

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

The company bidding is:

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____

If Corporation, list any individuals or companies that own 10% or more stock.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

If Partnership/Corporation, list principal partners/officers:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Include a copy of your current Alabama Business License and proof that your business is registered with the Alabama Secretary of State.

I certify that the Company has been conducting food service equipment business successfully for a minimum of (5) five years.

Authorized signature: _____ Title: _____

I certify that the above information is true and correct:

Authorized signature: _____

Print/type name of authorized person: _____

Title: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: _____

PRINT/TYPE NAME OF AUTHORIZED PERSON: _____ **TITLE:** _____

SIGNATURE: _____
(Officer of the Company)

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that

- He/she is legally authorized to bind the company hereby represented
- The company being represented is and has been authorized to do business in the area of food service equipment for a minimum of the past (5) five years
- The company is licensed to do business in Alabama
- The company is registered to with the Secretary of State
- Certify that he/she has examined and fully comprehends the requirements of and specifications for **CNP BID# 24-01 Walk-in Freezer Hamilton High Lunchroom.**

We propose to provide **Walk – In Freezer** and guarantee that if the contract is awarded to us, we will provide a Walk – **In Freezer** in accordance with your requirements and specifications.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE: _____

DATE: _____

PRINT/TYPE NAME
OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____

(Officer of the Company)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done

in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check () if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT NAME	PR/AWARD NUMBER AND/OR PROJECT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

U.S. DEPARTMENT OF AGRICULTURE Form AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (1) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into a transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to whom this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person, in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

MEMORANDUM

To: CONTRACTORS AND GRANTEES
FROM: Chief School Financial Officer
DATE: December 13, 2018
RE: H.B. 56 – ALABAMA IMMIGRATION LAW
COMPLIANCE

The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow-down requirements that went into effect on January 1, 2012. These requirements apply to entities that employ one or more employees in Alabama. The requirements are as follows:

1. PROVIDE your local school system (the Board) proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Immigration Law Compliance*;
2. SUBMIT to your local school system (the Board) an *E-Verify Memorandum of Understanding* if enrollment with E-Verify is required (entity has one or more employees);
3. PROVIDE your local school system (the Board) a signed *Notice of Alabama Immigration Law Compliance Contract Requirements*, which contains contractual provisions;
4. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance - Subcontractor*.

The requirements above, imposed by Alabama's Immigration Law, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state- funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."¹ As a Contractor² or a Grantee, if these obligations do not apply to you, please indicate such on the attached affidavit by completing the appropriate certification.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement. Please submit these documents within 10 days of the receipt of this letter. Failure to submit this requested information will result in the removal of your company from the Marion County Board of Education active vendor file. If you have any questions, please contact me at 205-387-0555.

¹ ALA. CODE §§31-13-9 (a) and (b). See [http:// www.ago.state.al.us/ File-Immigration-AL-Law-2011-535](http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535) . The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as §32-6-9. (the "Act")

² A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration.

This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §31-13-3(3).

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

PART II. (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

State of Alabama: County of _____

Before me, a notary public, personally appeared _____ (print name) who is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I farther attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confining such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant _____

Sworn to and subscribed before me this _____ day of _____

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public _____

**Notice of Alabama Immigration Law Compliance Requirements to
All Contractors of the Marion County Board of Education**

As a Contractor to the Marion County Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

Under the law, every prospective contract entered into by the Board with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify (if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program (if required) prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent penalty 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.

To the extent that either there is no formal written contract between the Board and the Contractor (such as where business is conducted by purchase order), or if the parties neglect or fail to include the above language in a formal written contract, this document shall serve as the Alabama Immigration Compliance Contract and the provisions set forth shall apply fully to the Contractor.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by
Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE –SUBCONTRACTOR

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31 - 13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act.

Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations. **State of Alabama:** County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of subcontractor),

said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations. I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Fonn I-9s for each of its current employees and has a good faith belief that it has complied with ALA.CODE §§31-13-9(c)and(d).

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant _____

Sworn to and subscribed before me this _____ day of _____ I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public:

CNP USE ONLY	
Approved By: _____	Date: _____

To be returned to the Contractor or Grantee of the Marion County Board of Education

All funds being administered through ALSDE under the Child Nutrition Program are Federal and are government Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.

1. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246- Part 60.
2. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
3. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)
4. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), supplemented by Department of Labor regulations (29 CFR Part 5).
5. Bidders must comply with the requirements of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
7. Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
8. Bidders must comply with the Byrd Anti-Lobbying Amendment (3 I U.S.C. 1352).
9. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
10. Bidders must comply with the requirements of Debarment and Suspension (Executive Orders 12549-12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government exclusions I System of Award Management (SAM), in accordance with the OMB guidelines at 2.180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., . 189) and 12689 (3 CFR part suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory _____ regulatory authority other than Executive Order 12549.
11. Bidders must comply with the Buy American provision (7 CFR part 210.21). The term 'domestic commodity product' means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" is defined by USDA as meaning that over 51 percent of the final processed product consist of agricultural commodities that were grown domestically.

I certify by my signature below that I have received the above ACTS and that I will abide by them

CNP BID# 24-01 Walk-in Freezer Hamilton High Lunchroom

Company

Signature

Address

Print or type Name

Phone Number

Date: _____

VENDOR LIST

George Tobia
estimating@brescoinc.com
Bresco
2428 Sixth Avenue South
Birmingham, Alabama 35233

Keri Allen
kallen@hnrsupply.com
Hotel and Restaurant Supply
200 14th Street, Suite 1
Tuscaloosa, AL 35401

Carla Mims
carla.mims@mobilefixture.com
Mobile Fixture
2806 Greensboro Ave.
Tuscaloosa, AL 35401

Edwin Edds
edwin@sanfordres.com
Sanford Restaurant Equipment
1503 3rd Street
Northport, AL 35473

BID ITEMS TO RETURN CHECKLIST

Bid **CNP BID# 24-01 Walk-in Freezer Hamilton High Lunchroom**

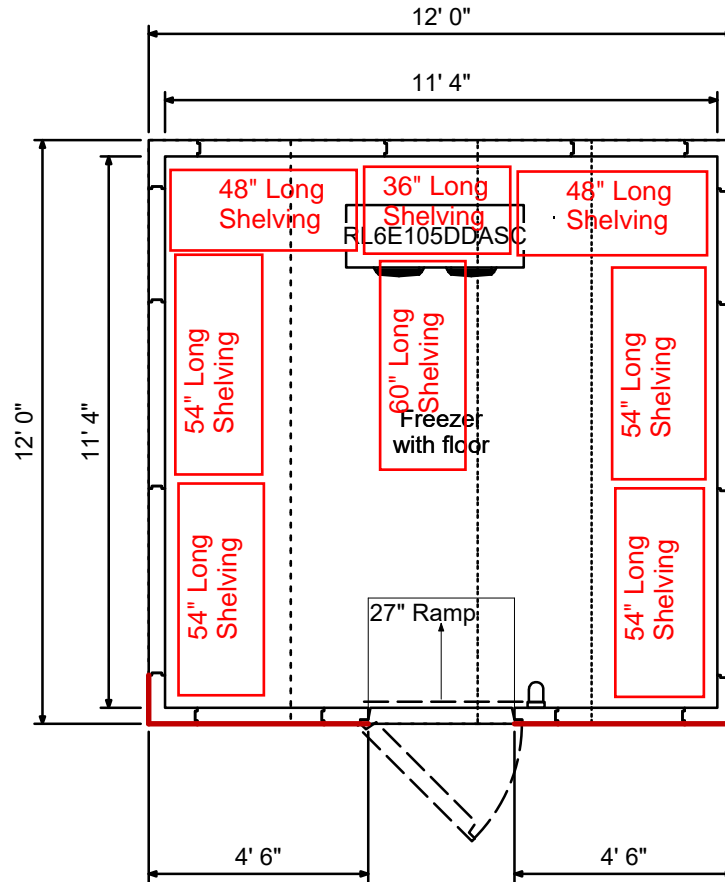
1. Proposal Form
2. Terms and Conditions Accepted
3. Owner Disclosure Certificate
4. Non-Collusive
5. Certificate of Compliance
6. Drug Free Work Place (AD-1049)
7. Certification/debarment (AD-1048)
8. Affidavit of Alabama Immigration Compliance
9. Notice of Alabama Immigration Law Compliance to all Contractors of the Marion Co. Board of Education
10. Affidavit of Alabama Immigration Compliance- Subcontractor
11. Addendum/Acts



The Commercial Refrigeration Specialist

723 East 21st Street
Laurel, Mississippi 39440
Phone 601-649-4600 FAX 601-699-1001

Project:
Hamilton High School
Indoor Walk-In Freezer



White Smooth Aluminum
Plan View



The Commercial Refrigeration Specialist
723 East 21st Street
Laurel, Mississippi 39440
Phone 601-649-4600 FAX 601-699-1001

Project:
Hamilton High School
Indoor Walk-In Freezer

