

Marion County Board of Education

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MARION COUNTY
BOARD OF EDUCATION
188 Winchester Drive
Hamilton, AL 35570
www.mcbe.net

Mrs. Ann West
Telephone: 205-921-3191

April 08, 2024

To: Prospective Vendors

From: Jennifer Roberts, Child Nutrition Director

Bid Title: Brilliant Elementary Walk-In Freezer #24-06

Sealed bids will be received by the Marion County Board of Education until **10 AM on Tuesday, April 23, 2024 at the Marion County Board of Education, 188 Winchester Drive, Hamilton, Alabama, 35570**, for the purchase of Walk-In Freezer. At that time, all received bids will be opened and read aloud for the purpose of purchasing a walk in freezer by the child nutrition program listed school district.

A copy of these documents will be mailed plus an editable product specification spreadsheet will be sent via email. Please follow the instructions listed on the cover sheet. If the document is not submitted as requested, your bid will be disqualified. It is requested that the bidder carefully read all specifications and information contained in this document and that the document be retained for future reference.

This invitation to bid has been designed to meet the new USDA Procurement guidelines. Vendors must fill in all blank spaces for each item proposed in the bid document. Failure to do so will result in the classification of that particular proposal as non-respondent. The Marion County Board of Education reserves the right to reject any and/or all bids and to waive formalities in awarding this bid to the low respondent. Please direct any questions to:

Jennifer Roberts, Marion County Schools Child Nutrition Director, at 205-921-3191 or jroberts@mcbe.net.

A pre-bid site visit is REQUIRED by all potential bidders, please set up visit with Jennifer Roberts at jroberts@mcbe.net or 205-921-3191, no unplanned visits allowed.

Respectfully submitted,
Jennifer Roberts, Child Nutrition Director
Ann West, Superintendent, Marion County Schools

Bid Form

**TO: Marion County Board of Education
CHILD NUTRITION PROGRAM
188 Winchester Drive, Alabama 35570**

Bid No. 24-06

Date Submitted:

Name of Firm Submitting Bid:

Mailing Address:

Telephone:

Email:

Our bottom line bid for products included is as follows: Amount \$_____

Addendums Number _____ through _____ were received prior to my signing this proposal document.

The Bidder declares that he has examined the Bid Documents and fully understands all conditions of same.

In compliance with your advertisement for bid dates and subject to all conditions thereof, the undersigned is a corporation organized and existing under the law of the State of Alabama and/or State of Mississippi.

BIDDER'S AGREEMENT

We, the undersigned, are in position to deliver the items specified on the attached Bid Specifications forms at the price shown. We are able to deliver the specified items within _____ days after receipt of order.

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

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the condition outline in contract Sections_____.

THIS BID MUST BE NOTARIZED.

VENDOR/
FIRM _____

STREET _____

CITY _____ ST _____ ZIP _____

BY _____

Sworn to and
subscribed before
me on this ____ day
_____, 20____.

Notary Public

– GENERAL GUIDELINES FOR BIDDERS

1. All bids are to be sealed. Envelopes containing bids shall be CLEARLY marked on the outside with the bid name and number. All bids shall be mailed or hand-delivered in accordance with the foregoing instructions. The Marion County Board of Education, at its sole discretion, reserves the right to consider any Bids that are improperly labeled (in accordance with this provision) deficient. Any such bids may be declared non-responsive and shall not be considered.
2. All bid quotations shall include delivery under the conditions specified. Bidder may be responsible for removal of existing equipment, disposal of said equipment, installation of all new equipment, and final connections.
3. Bids shall be opened in accordance with the foregoing instructions. It is the Bidder's responsibility to ensure bids are received not later than (*specified time and date*). Bids received after this time shall be declared non-responsive.
4. Each bid shall be submitted on the Bid Proposal Form furnished by the Marion County Board of Education. Bids submitted in any other form, format, or on any other medium may not be considered.
5. By submitting a bid(s) pursuant to this Invitation to Bid, Bidders agree to and accept the terms and conditions specified herein.
6. The omission of explicit reference or enumeration from this document to rights otherwise accorded to the Marion County Board of Education in accordance with Federal Law, the Alabama Competitive Bid or other Laws, or Local laws/ordinances, is not intended to affect and shall not be construed to affect a waiver of said rights by the Marion County Board of Education.
7. All bids submitted must be valid for a minimum period of 90 days after the bid opening date.
8. Unit Cost prices are not to exceed two decimal places unless specified.
9. It is the intent of Marion County Schools to award the bid as a total package bid award; however, the Board reserves the right to award the bid in any manner that will best serve the needs of Marion County Schools.
10. Any requests for substitutions to the items listed in this Invitation to Bid must be received and approved by the CNP Director on a bid-by-bid basis. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. A copy of any approved substitutions may be sent to all vendors in an amendment.
11. All prices submitted in this proposal are to be delivered prices and shall not include any state or local taxes. Marion County Schools is not liable for Federal Excise or State Sales Tax.
12. Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to the destinations provided.
13. A schedule of delivery and installation will be developed with the successful bidder that will meet the requirements of the school Child Nutrition Program.
14. The successful bidder will be responsible for any damage to the buildings and grounds that are a direct result of the carelessness/negligence of the delivery person.

15. Bid Evaluation. The Marion County Board of Education shall evaluate this bid based on specified criteria herein in accordance with the Alabama Competitive Bid Law. The resultant contract shall be awarded to the Lowest Responsible Bidder for all items as specified herein, taking into consideration, among other factors, historical performance commensurate with services requested herein, conformity with specifications set forth herein, and the terms and conditions of delivery of service(s). The right is reserved by the Marion County Board of Education to award the bid on a categorical or item-by-item.

16. Marion County Schools **may not award on the basis of low bid only**. Quality, conformity with specifications, the 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.

17. 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 Schools, 188 Winchester Drive, Hamilton, AL 35570, 205-921-3191 or jroberts@mcbe.net. Pre bid onsite visit will be required prior to bid opening.

18. Effective Date. The Effective Date of any contract(s) resultant from this Invitation shall be the day immediately following the date upon which the Marion County Board of Education, or its controlling entity, approves the award of this bid.

19. Initial Contract Term and Expiration. The Initial Contract Term shall continue in effect from the Effective Date for a One-year period and shall expire on the last day of the Contract Term unless the Marion County Board of Education and the successful bidder mutually agree to exercise the Contract Extension Option(s) stipulated in Provision 13 below.

20. Contract Extension Option. Upon mutual agreement, the Parties may elect to extend the Initial Contract Term stipulated in Provision 12 for a period of up to 3 years, in one-year increments. Such extension(s) shall be contingent on the successful Bidder's consent to honor its original bid prices pursuant to all terms, conditions, and stipulations specified herein. Contract Extension(s) shall be subject to Marion County Board of Education approval prior to the Contract Term's Expiration Date.

21. Contract Termination. The Marion County Board of Education reserves the right to terminate the contract award for non-performance or a material breach of stipulated terms and conditions set forth in this Invitation to Bid. In the event a contract is terminated for non-performance, the Marion County Board of Education reserves the right to award this bid to the next Lowest Responsible Bidder pursuant in accordance with Alabama Code Section 16-13B-1 et. seq (Alabama Competitive Bid Law).
Procedures for termination of contracts. **1. Verification.** Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached. GPPB Resolution No. 018-2004 dated December 22, 2004, Annex "A" Page 4 of 6 Annex "A" **2. Notice to Terminate.** Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate contracts only by a written notice to the Supplier/Contractor conveying the termination of the contract. The notice shall state: a) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same; b) the extent of termination, whether in whole or in part; c) an instruction to the Supplier/Contractor/Consultant to show cause as to why the contract should not be terminated; and d) special instructions of the Procuring Entity, if any. The Notice to Terminate shall be accompanied by a copy of the Verified Report. **3. Show Cause.** Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier/Contractor/Consultant shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Supplier/Contractor/Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract.

22. Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535). Alabama laws require that, as a condition for the award of a contract by a school Marion County Board of Education to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding MAY be included with the bid or at a time determined and requested by the Purchasing Department to facilitate approval by the Marion County Board of Education. Bidders who do not believe these requirements are applicable to their entity should include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees.

23. Electronic Communication Disclaimer. The Marion County Board of Education makes no warranties of any kind, whether expressed or implied, that a bidder's electronic mail (Email) shall not be intercepted by the Marion County Board of Education's network firewall, which is utilized to ensure network security. Bidder assumes all risks of communication relying solely on its E-mail or facsimile. The Marion County Board of Education shall not be responsible for any damages suffered due to loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by the Bidder's own negligence, user errors, or omissions.

24. Act No. 2012-491. Act No. 2012-491. Requires Marion County Board of Educations to include the following clause in all contracts or agreements: "By signing this contract, the contracting Parties affirm, for the duration of the agreement, that they shall not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

25. Bid Amendment. The Marion County Board of Education reserves the right to issue a Bid Amendment necessary to clarify, modify, or support the information in this Invitation to Bid as stipulated herein. Said Bid Amendment shall be considered part of this Invitation to Bid as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of modified or revised information differ from those of the original bid documents, the Bid Amendment shall govern and take precedence. An issuance of a Bid Amendment to this Invitation to Bid shall be communicated to Bidders by sending which vendor invited to bid, as well as the effective posting of said Bid Amendment to the Board's website: www.mcbe.net. No other changes or revisions, regardless of source, shall be valid or binding.

26. Bid Addendum. The Marion County Board of Education reserves the right to issue a Bid Addendum necessary to clarify, modify, or support the information in this Invitation to Bid as stipulated herein. Said Bid Addendum shall be considered part of this Invitation to Bid as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the supplementary information differ from those of the original bid documents, the Bid Addendum shall govern and take precedence. An issuance of a Bid Addendum to this Invitation to Bid, shall be communicated to Bidders by sending each vendor invited to bid, as well as the effective posting of said Bid Addendum to the Board's website: www.mcbe.net. No other changes or revisions, regardless of source, shall be valid or binding.

27. Tax Exempt Status. Marion County Board of Education is exempted from the payment of Alabama Sales and Use Tax as accorded by Section 40-23- 4(11), Code of Alabama 1975 as amended, and as further clarified in Alabama Department of Revenue Regulation 810-6-3-.47.03.

28. Governing Law and Venue. This solicitation shall be governed by and construed in accordance with the laws of the State of Alabama. Bidder agrees and consents to the exclusive jurisdiction of the courts

in the State of Alabama for all purposes regarding this solicitation, and further agrees and consents that the venue of any action hereunder shall be exclusively in Marion County, Alabama.

29. Alternate Bids. This Invitation is not an advertisement for "Alternate Bids". All bids that contain "Alternate Bids" shall be a basis for disqualification. The Marion County Board of Education shall discard an "Alternative Bid" pursuant to this Invitation.

30. Bid Publication. In accordance with the Alabama Competitive Bid Law, this Invitation is posted on the bulletin board of the Marion County Board of Education. Additionally, this Invitation is posted on the Marion County Board of Education's website: www.mcbe.net.

31. Non-responsive Bid. The Bidder shall submit its bid proposal strictly in accordance with the requirements and specifications stipulated on the proposed Bid Form as provided herein. The Marion County Board of Education reserves the right to declare any bid that fails to comply with this provision, a "Non-responsive Bid".

32. Non-responsible Bid. The Marion County Board of Education reserves the right to declare any bid a "Non-responsible Bid" if it determines, in its sole discretion, that the bid demonstrates the bidder is unable or does not have the capability or capacity to perform the services specified herein.

33. Bid Cancellation. The Marion County Board of Education reserves the right not to award or to otherwise cancel this Invitation to Bid at any time prior to its stipulated "Public Reading Time/Date".

34. Signature Authorization. A duly authorized officer or designee shall sign with the firm's legal name on the bid form. Obligations assumed by said signature shall be fulfilled in accordance with the specifications, terms, and conditions as prescribed herein.

35. Invoice Payment Term. Net 30 (Payment 30 days after invoice date).

36. Bid Formalities. As time is of the essence, the Marion County Board of Education reserves the right to reject any or all responses, bids, and offers, and to waive, at its discretion, any informalities or irregularities involving the bid process or evaluation in order to expedite administrative processes, accommodate minor error, or respond to unforeseen circumstances. However, the following formalities listed below shall not be waived:

37.1 Bids received after the specified bid submission date and time indicated on the bid document AND Bids postmarked prior to bid opening time, but not received, shall not be considered.

37.2 Bids received but have not been signed by an authorized signatory, shall be deemed Non-responsive.

37.3 Bids submitted without a corresponding Bid Bond if required, shall be deemed Non-responsive.

38. Bid Inquiries Deadline. All inquiries regarding the technical specifications outlined herein shall be emailed to the Child Nutrition Program director not later than the specified date given.

39. Summary of Bid Inquiries and Responses. The Marion County Board of Education shall retain a Comprehensive Response of Compliant Bid Inquiries and will be mailed upon request.

40. Collusive Agreements (AL Code § 16-13B-5)

40.1 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 or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to the awarding authority on future purchases.

40.2 Whoever knowingly participates in a collusive agreement in violation of this section involving a bid or bids of fifteen thousand dollars (\$15,000) and under shall be guilty of a Class A

misdemeanor and, upon conviction, shall be punished as prescribed by law.

40.3 Whoever knowingly and intentionally participates in a collusive agreement in violation of this section involving a bid or bids of over fifteen thousand dollars (\$15,000) shall be guilty of a Class C felony, and upon conviction shall be punished as prescribed by law.

41. Delivery of Goods. Bidder shall ensure the delivery of all goods specified herein within 5 days of the receipt of order.

42. Procurement Levels. The Marion County Board of Education makes no representation of warranty, either implied or expressed, regarding future or minimum procurement levels.

43. Termination of Non-appropriation of Funds. Notwithstanding any other provision or stipulation of this Invitation to Bid and resultant Contract, the Marion County Board of Education shall not be obligated for the successful Bidder's and subsequent Contractor's performance hereunder unless and until Funds for this Contract are appropriated for each future fiscal year. If Funds are not appropriated for Contracted good and/or services prescribed herein, then said Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The Marion County Board of Education shall notify the successful bidder in writing of any such non-appropriation of funds.

44. Price Escalation/De-escalation. All price increases/decreases shall be based on new published manufacturer's selling price for the goods specified herein.

45. Required Federal Provisions for Procurement in Child Nutrition Program. Bidder shall review and submit bid proposal based on applicable provisions stipulated in the attachment A (Required Federal Provisions for Procurement in Child Nutrition Program), and said attachment is hereby incorporated by reference into the Terms and Conditions stipulated in this Invitation to Bid.

**Required Federal Provisions for Procurement in Child Nutrition Program
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Title 2: Grants and Agreements PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F—Audit Requirements attachment II to Part 200

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

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(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 (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.

(See reference page below)

This document will serve as a contract between the Marion County Board of Education, the West Alabama Consortium (consisting of Fayette County, Marion County, Jasper City, Lamar County and Marion County Schools, Walker County, Marion County and Winfield City) and the vendor once the bid is awarded.

I. General Information

- A. All bids must be mailed, sealed and marked "**CNP BID No. 24-06**" with the bid number, opening time and date.
- B. No late bids will be opened.
- C. Bids will not include state sales tax or federal excise tax.
- D. 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.
- E. Records showing successful bidder(s) and price quoted will be placed on file and may be examined upon request. If a contract is awarded to someone other than the bidder, a note of explanation will appear in the bid file.
- F. 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.

II. Requirements

- A. The successful bidder shall be an established company experienced in handling institutional products listed on the bid and must maintain a current business license.
- B. Vendor must submit a copy of its Good Agricultural Practices Certificate and/or United States Department of Agriculture (USDA) Inspection Certificate. A current copy of company's health inspection report is also acceptable.
- C. Each bidder must have a certified Hazard Analysis Critical Control Point (HACCP) plan that will be used in the case that damaged/contaminated produce must be removed. This must be available upon request.
- D. Physical Facilities: The potential bidders warehouse and trucks may be inspected by a representative of the Marion County Board of Education or the Consortium at any given time. The warehouse and trucks shall: 1. Be clean, 2. Be free of insects and rodents, 3. Be adequate for storing and delivering products (dry or chilled) that potential contractor proposes to supply, and meet all FDA requirements.
- E. All products must be from a primary grower shipper market that provides No. 1, Grade A Fancy or higher quality products. The Buy American provision (7CFR Part 210.21(d)) is one of the procurement standards school food authorities must comply with when purchasing commercial food products served in the school meals program.
- F. Each bidder must have an adequate number of refrigerated trucks to ensure all deliveries will be made on schedule.

III. Method of Award

- A. The **Marion County Board of Education** and the Consortium reserves the right to award all sections of this bid contract to one vendor or in any other manner deemed to be in the best interest of the

Marion County School System and the Consortium.

- B. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor's bid will be considered unacceptable.
- C. After refusal by the first bidder, the bid will be awarded to the next low bidder meeting requirements and specifications.

IV. Contract Period and Type

- A. This bid contract consists of the attached letter, instructions, specifications, and requests for quotation form.
- B. Items which are not listed and are later approved for purchase by the The Marion County Board Education and/or Consortium shall receive the same price discount as the bid term.

V. Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this bid document and, when necessary, obtain clarifications prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provisions set forth herein.

VI. Clarification:

If a clarification is required the request shall be made in writing, to the Marion County Board of Education not later than seven (7) working days prior to the time and date set for the bid opening. The Marion County Board of Education will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

VII. Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by The Marion County Board of Education or the Consortium as a result of violations of the contract terms by any contractor.

VIII. Pricing

A. Unit Price:

Prices are to be quoted by the "Unit" indicated on the specifications. Unit prices are not to exceed four (4) decimal places. Extensions of unit prices shall be completed or the bid will be considered non-responsive.

B. Firm Bid Price:

Award shall be made on bottom line basis to the lowest responsible bidder.

E. The decision of the Marion County School Board of Education will be final on any question of pricing. The Board reserves the privilege to re-bid any or all items if price fluctuations are beyond amount anticipated or for any other good and just cause that are unsatisfactory to the Board.

IX. Quantity

- A. The quantities of items specified herein to be purchased are estimated amounts (based on current year usage). The fact that actual quantities for the ensuing year cannot be determined, will not relieve the successful bidder of his obligation to fill all orders for these products during the contract period.

- B. Quantities which are not ordered prior to the expiration of the period specified or termination of the contract shall stand automatically cancelled.

XII. Deliveries

- A. Deliveries are to be made as agreed upon by Marion County Schools and the successful bid as soon as possible after delivery to bidder.

XIV. Billing

- A. Upon awarding the bid, the Child Nutrition Director will provide the system the contract information for their school's billing department.

XX. Standard Contract Conditions:

- A. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States.
- B. The contractor shall not advertise or publish information for commercial benefit concerning this contract without prior written approval of Marion County Board of Education and/or Consortium.
- C. Contractors providing service under this invitation for bids, herewith, assures The Marion County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- D. State Sales Tax Exemption information will be issued upon request.
- E. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicants) for employment because of age, race, religious creed, sex, national origin or handicap.
- F. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Marion County Board of Education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- G. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- I. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.
- J. Contractor shall comply with Section 103 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. Contractors shall, to the maximum extent possible, utilize domestic commodities. The legislation defines "domestic commodity or product" as one that is produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" shall mean that over 50 per cent of the final processed product shall consist of agricultural products that were grown domestically. Failure to abide by this provision shall result in the cancellation of the contract, the refund of all funds paid toward the purchase of such products, and the removal of the contractor from doing business with agencies of the State of Alabama for a period of not less than five (5) years.

K. 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.

L. 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.

M. 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.”

N. 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 subrecipient 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.

O. 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 workweek of 40 hours. Work in excess of the standard workweek 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.

P. 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 subrecipient 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 subrecipient 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.

Q. 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 subgrants 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).

R. 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.

S. 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.

T. 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.

U. 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.

V. It is the intent of this solicitation to award all the line item products to one prime vendor. However, in support of our farm to school efforts, the district reserves the right to purchase (competitively solicit) comparable products off bid and directly from local farmers and producers as they are available.

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement.

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.

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.

The contract may be terminated by the City with a (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 City shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability to the city for damages sustained by virtue of a breach by the contractor.

See Board Policy for Code of Conduct.

(a) 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.

(b) 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.

(c) 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.

XXI. Laws

- A. All products furnished to the **Marion County Board of Education** and consortium shall comply with the latest standard and regulations established by state and federal laws, including the United States Department of Agriculture for the Grade Specification.
- B. All bidders must comply with Alabama Immigration Law, HB. 56. The law requires that certain contractors/vendors provide proof that your company is in compliance with the immigration law by submitting a notarized Affidavit of Immigration Law Compliance and an E-Verify Memorandum of Understanding. This law is applicable to any person, employer, or business entity that enters into a bid agreement to perform any work or provide a certain product in exchange for valuable consideration. Attached is an Alabama Immigration Law Compliance, HB. 56 which provides instruction on the compliance process. **The completed Affidavit of Immigration Law Compliance form and your company E-Verify Memorandum of Understanding must be submitted with the bid.**
- C. All contracts over \$10,000.00, awarded by the SFA, must include a provision to have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts and transcription. Contractors must maintain all required records for three years after contract period or other pending matters are closed.
- D. Contractors providing service under this Request for Bid, herewith assure the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- E. Contractors must recognize mandatory standards and policies relating to energy efficiency and must be in compliance with the Energy Policy and Conservation Act (P.L. 94-265).
- F. All products furnished to **The Marion County Board of Education** shall comply with the latest standard and regulations established by the federal laws, including the United States Department of Agriculture, for the Grade Specification. **The Buy American provision (7CFR Part 210.21(d)) is one of the procurement standards school food authorities must comply with when purchasing commercial food products served in the school meals program.**
- G. In the event that the instructions, conditions, and specifications of The Marion County Board of Education

exceed any of the previously mentioned agencies, the instructions, conditions, and specifications of said Board shall have control.

XXII. Gifts and Gratuities

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district who purchases products under this provision of the contract shall not accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

XXIII. Contract Cancellation

This contract shall be in effect from APRIL 25, 2024 unless cancelled for justifiable cause by the Marion County Board of Education. If the alternate distributor will not accept and a rebid is required, the prime distributor who was cancelled by the **Marion County Board of Education** will not be permitted to bid. Further, that distributor, by having the contract cancelled for justifiable cause, may have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period.

U.S. DEPARTMENT OF AGRICULTURE

**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, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-1733). 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 lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Marion County Board of Education **Bid #24-06**
Organization Name

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

Signature(s) Date

Use New form

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier 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 c debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. 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.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented as 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 conviction;
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) 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 30202-4571. 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).

A. 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 workplace 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 Services, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, D.C 20202-4571. Notice shall include the identification number (s) of each affected grant.

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

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	

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>. 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

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, SECTTIONS 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 Form 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 #24-06.

Company	Signature
Address	Print or type Name
	Phone Number
	Date: _____

BUSINESS SPECIFICATIONS

Bidder's Name: _____

Requisition Address: _____ City: _____ State: _____

Zip: _____ Phone: _____ Fax: _____ E-mail: _____

Internet Address: _____ Customer Service Contact _____

Sales Rep. _____ Phone: _____ Federal ID#: _____

SS# if Sole Proprietor: _____ Annual Sales \$ - _____ Year Established: _____

Contact Person
for Contract Processing: _____ Phone No. _____ E-mail _____

Remit to name and address: (if different from 'Requisition Address' above)

Remittance Address: _____
City: _____ State: _____ Zip: _____

Accounts Receivables' Contact Name: _____

List type of product(s) and/or service(s) with the appropriate Standard Industrial Classification (SIC) for company, if known:

The following information refers to company ownership and shall be used for **informational purposes only**. Contact your Regional or District U.S. Small Business Administration Office if clarification is needed for small or large business classification (As defined by Code of Federal Regulation (CFR) 13 Part 121). SBA's size standards define whether a business entity is small. Size standards have been established for types of economic activity, or industry, generally under the North American Industry Classification System (NAICS). Failure to respond to this section shall result in your company being classified as a large business.

PLEASE CHECK THE APPROPRIATE STATEMENTS:

This Bidder is a: _____ Women-owned business (51% or more women-owned, & operated)
_____ Sole Proprietor (Provide SSN of the proprietor)
_____ Male-owned business _____ Corporation
_____ Non-profit business _____ Partnership

The Bidder is a Qualified Disadvantaged¹ company:
_____ Black American _____ Asian Pacific American
_____ Hispanic American _____ Asian Indian American
_____ American Indian _____ Disabled
_____ Other socially / economically disadvantaged designation
Please specify: _____

To be considered a Qualified Disadvantaged entity, the company must be 51% or more owned, controlled, and operated by one or more of the classifications described above.

This Bidder is a: _____ Contractor, please specify type: _____
_____ Distributor
_____ Manufacturer
_____ Manufacturer's Representative
_____ Service
_____ Retailer
_____ Wholesaler

Other: _____

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 **Walk – In Freezer FOR THE MARION COUNTY CHILD NUTRITION PROGRAM.**

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)

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: _____

VENDOR CERTIFICATION

In compliance with your invitation to bid on the items listed in this bid document, the undersigned proposes to furnish Marion County Schools **Brilliant Elementary Walk-In Freezer #24-06** in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Jennifer Roberts, CNP Director
Marion County Schools
188 Winchester Drive
Hamilton, AL 35570

Bids will be opened **April 23, 2024 10:00AM**, at **Marion County Board of Education**. The Marion County Schools Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. The entire bid will be awarded to one vendor.

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in the attached Invitation to Bid specifications.

Signature: _____

Type or Print Name: _____

Title: _____

Date Submitted: _____

Name of Company: _____

Mailing Address: _____

Telephone: _____

E-mail address: _____

Vendor should retain copy of completed bid for their company's records

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)

I certify that an Invitation to Bid, Bid Specifications, and Bid Instructions were emailed to the following vendors:

Scoring Rubric

* All bids will be evaluated and scored based on the following rubric.

<u>Item Scored</u>	<u>Description</u>	<u>Maximum Points Awarded</u>
Convenience / Quality of Service	Lead time of product delivery in relation to delivery to CNP program / Quality of products provided	1 points
Minority Owned Business	(Women owned / Qualified disadvantaged) *See Attachment 3 for further details	1 points
Competitive Price	Numeric value and product quality	92 points
References	References provided	1 points
Vendor Availability	Available for onsite visit or other form of contact	5 points
	Total Possible Points	100 points

CHECKLIST OF BIDDER RETURN DOCUMENTS:
Please use this list to insure all documents are returned

1. Bid Form _____
2. USDA Debarment Certificate _____
3. Drug Free Workplace Compliance _____
4. Immigration Compliance _____
5. Federal Acts Compliance _____
6. Business Specifications _____
7. Specifications Compliance _____
8. Owner Disclosure Certificate _____
9. Vender Certification _____
- 10. Non-Collusive Bidding Certificate _____**

Vendors :

Bresco
2428 Sixth Avenue South
Birmingham, AL 35233

George Tobia
estimatig@vrescoinc.com

Singer H&R
PO BOX 6
Meridian, MS 39302

David Markowski
dmarkowski@singerequipment.com

Mobile Fixture
1155 Montlimar Dr,
Mobile, AL 36609

Kevin McCabe
Kevin.mccabe@mobilefixture.com

Sanford Restaurant Equipment
1503 3rd Street
Northport, AL 35473

Edwin Edds
edwin@sanfordres.com

**WALK-IN FREEZER SPECS
Marion County Schools
Brilliant Elementary School**

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

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 15 ft 0 in x 12 ft 0 in x 8 ft 6 in tall, to fit exact job site requirements. The interior dimensions of this freezer section shall be approximately 14 ft 4 in x 11 ft 4 in x 7 ft 10 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 for the three Exposed Walls shall be White Stucco Aluminum. Exterior finish of the One Unexposed Wall shall be Stucco Aluminum. 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....

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Brilliant Elementary

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.

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 hand 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.

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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.

Front and Left Side Exterior walls 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:

Six - 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.

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.

Continued on next page....

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 5 HP low temperature air cooled condensing unit of the Scroll type, ThermoKool model RFO500L4SDB. Condensing units shall be remote, self contained, factory assembled and UL approved. The condensers shall be air-cooled. Condensing unit voltage to be 208-230v/60/1-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 RL6E142DDASC. 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 208-230v/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....

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DRAIN LINES: All evaporator coils shall be provided with proper sized copper drain lines, **supplied and field installed by Marion County Schools**. 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 and dunnage per the models and quantities listed below. Shelving shall be of Super Erecta Pro Series as manufactured by Metro and the Dunnage Racks shall be by New Age.

Metro Super Erecta Pro Shelving:

8 each Model # PR2136NK3, 36"L x 21"D Metroseal Wire Shelf Frames with Removable Mats

4 each Model # PR2148NK3, 48"L x 21"D Metroseal Wire Shelf Frames with Removable Mats

4 each Model # PR2154NK3, 54"L x 21"D Metroseal Wire Shelf Frames with Removable Mats

8 each Model # PR2160NK3, 60"L x 21"D Metroseal Wire Shelf Frames with Removable Mats

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

New Age Dunnage Racks:

1 each Model # 2004 36"L x 20"D x 12"H, 3,000# Capacity, All Welded Aluminum

1 each Model # 2054 42"L x 20"D x 12"H, 3,000# Capacity, All Welded Aluminum

2 each Model # 2005 48"L x 20"D x 12"H, 2,500# Capacity, All Welded Aluminum

1 each Model # 4006 60"L x 20"D x 12"H, 3,400# Capacity, All Welded Aluminum

INSTALLATION REQUIREMENTS:

Dealer shall provide, deliver, erect, and install new shelving and dunnage racks (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 box. Installer shall be responsible for interconnecting all internal electrical components (door heaters, lights, etc...), preparing way for Marion County Schools to make final electrical connection.

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 two exposed exterior walls. 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.

Continued on next page....

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Brilliant Elementary School

INSTALLATION REQUIREMENTS CONTINUED:

Marion County Schools 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 hanging evaporator, placement of condenser, copper piping, drain lines, sump pump for drain lines, electrical connections, and charging of refrigerant system.

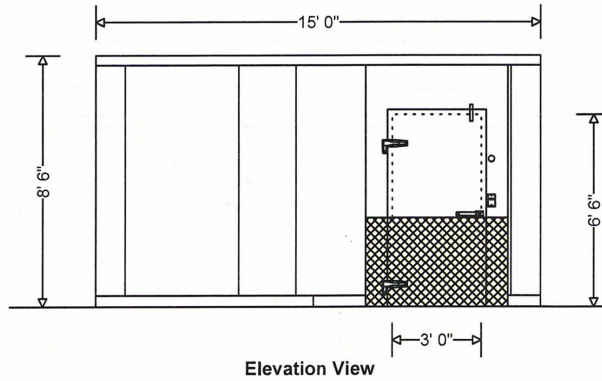
Marion County Schools is responsible for start up and checking all pressures and pull down of refrigeration system to -10 degree F operating temperatures, per ThermoKool installation instructions.

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.



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

Project:
Brilliant Elementary School
Indoor Walk-In Freezer

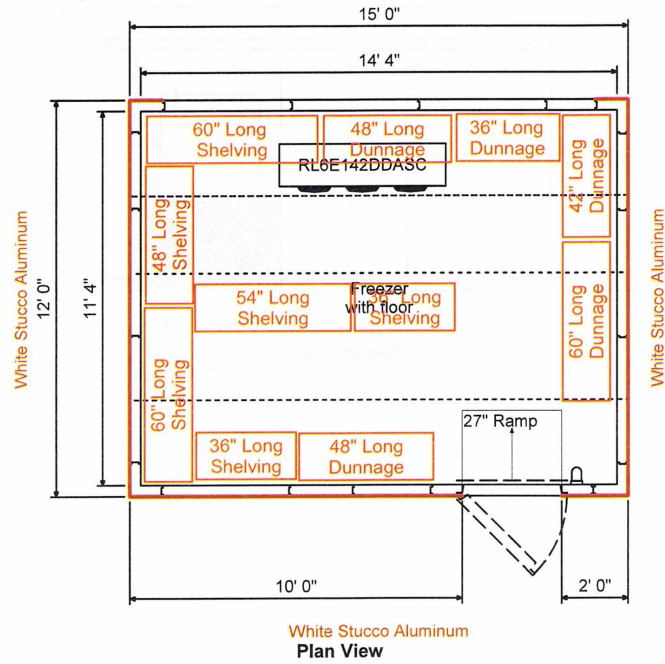


Elevation View



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USDA NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity* and sexual orientation*), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: [USDA Program Discrimination Complaint Form](#) from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

2. Fax: (202) 690-7442; or

3. Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

*The enclosed "nondiscrimination" language herein was added pursuant to the May 5, 2022, USDA memorandum. However, although included as currently required for audit compliance by the USDA, the State of Alabama objects to its **inclusion, applicability** and the **application** of this language due to currently pending legal challenges in the matter of *The State of Tennessee, et al. v. USDA*, et al., Case No. 3:22-cv-00257, and may be subject to change or removal.

