

**TUSCUMBIA CITY BOARD OF EDUCATION
G.W. TRENHOLM PRIMARY SCHOOL CAFETERIA
CHILD NUTRITION PROGRAM
WALK-IN FREEZER/COOLER
BID# 2024-01**

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Tuscumbia City Schools

303 North Commons Street East • Tuscumbia, AL 35674
Phone (256) 389-2900 • Fax (256) 389-2903

Superintendent, Mr. Russ Tate
President, Mr. Ben Wilson • Vice-President, Mr. Steve Finch
Mr. Grant Gunn • Mrs. Stephanie Smith • Mr. Buddy Whitlock

February 2, 2024

To Whom It May Concern:

RE: BID: 2024-01, Walk-In Freezer/Cooler with Shelving and Dunnage Racks

In compliance with the Alabama Bid Law, Act 2016-298, Alabama Legislative Session 2016, Tuscumbia City Schools will be receiving sealed bids for the above referenced service. Sealed bids for a walk-in freezer/cooler with shelving and dunnage racks at G.W. Trenholm Primary School Cafeteria will be received by mail or hand delivery at the Tuscumbia City Board of Education, Paige Soeder – Child Nutrition Director, 303 North Commons Street, East, Tuscumbia, Alabama 35674 until 9:00 am CST on Wednesday, February 21, 2024. All bid envelopes must be plainly marked **“BID 2024-01” with date, time of opening, “Walk-In Freezer/Cooler with Shelving and Dunnage Racks” and company name on the outside.**

Bids and modifications received after the time set for the bid opening will not be considered. All bidders are to submit sealed bids on proposal forms furnished by Tuscumbia City Schools which are located in this bid packet. Bids may be withdrawn prior to the time set for the bid opening, but may not be withdrawn after the time set for the bid opening. Bids will remain in effect for 90 days from the bid opening.

A table of contents is included in this bid. It is the vendor's responsibility to assure all contents are received. If you have questions pertaining to this bid, contact Paige Soeder, CNP Director, at 256-389-2900 ext. 9140 or via email at psoeder@tuscumbia.k12.al.us.

Sincerely,

Russ Tate, Superintendent
Tuscumbia City Schools

CONTRACT SECTION I – Request for Bid

DATE: February 2, 2024

TO: VENDOR

RE: Bid #2024-01 for Walk-In Freezer/Cooler with Shelving and
Dunnage Racks

OPENING OF BID: February 21, 2024, 9:00 a.m. at Tuscumbia City Board
Education, 303 North Commons Street, East, Tuscumbia, AL
35674

MAIL PROPOSALS TO: Mail or hand deliver to:
Paige Soeder, CNP Director
303 North Commons Street, East
Tuscumbia, AL 35674

CONTACT: Paige Soeder, 256-389-2900 ext. 9140

BID BOND: The State of Alabama Bid Law requires all bids exceeding
\$10,000 to be backed by a bid bond. The amount will be
\$5,000. In lieu of bid bond, a vendor may submit a certified
check or bank draft, payable to Tuscumbia City Schools. This
check will be returned when the contract is awarded. No
company or personal checks will be accepted. No bids will be
accepted that are not accompanied by a bid bond.

CONTRACT SECTION II – Invitation to Bid

It is the purpose and intent of this invitation to secure bids on the items specified on the sheets attached. Your written bid must be submitted in a sealed envelope to the **Tuscumbia City Board of Education, Paige Soeder, CNP Director, 303 North Commons Street, East, Tuscumbia, Alabama 35674**

The Tuscumbia City Board reserves the right to reject any and all bids, in whole or in part and/or to accept the bids that in its judgement will be in the best interest of the program. Prices shall remain in effect for 90 days from bid opening. Prices will not include Federal Excise Tax or State Sales Tax.

In the event that the successful bidder(s) are unable to perform as required, the successful bidder(s) shall be responsible for the securing of items or services from an alternate vendor and pay that vendor any additional costs involved in supplying the items.

The successful bidder(s) must:

1. Comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations. Complete the certification regarding debarment, suspension.
2. Meet regulations related to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy and Conservation Act.
3. Allow access by duly authorized representatives of the School Food Authority, State Agency, United School Food Authority States Department of Agriculture or comptroller General to any books, documents, papers, and records, which are directly pertinent to this contract.
4. Maintain all required records per state requirements.

In the event that the successful bidder(s) are unable to furnish the brand, which was indicated in their bid, delivery may not be made until the CNP Director has been contacted and approved the alternate.

All items shall be subject to inspection after arrival at the destination. If any items are found to be defective or otherwise not in conformity with the specification, such items will be rejected. It will be the responsibility of the vendor to defray any cost involved in the delivery and return of rejected articles.

If any potential bidder is in doubt as to the true meaning of this Invitation to Bid, a request for an interpretation can be submitted to **Paige Soeder, Tuscumbia City Schools CNP Director, 303 North Commons Street, East, Tuscumbia, Alabama 35674**

Any interpretation will be made by addendum and a copy mailed to each person receiving an invitation to bid. The Board of Education will not be responsible for any other explanation or interpretation of such documents, which anyone presumes to make on behalf of the Board of Education.

Vendors shall not submit a bid for the contract if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when any of the following has a financial or other interest in the firm:

- a. An employee, officer, or agent of Tuscumbia City Board of Education.
- b. Any member of the immediate family of the above named persons.
- c. The partner of any of the above name persons.
- d. Any officer, employee, or agent of the vendor prepared specifications, work orders, bid or contract provisions for this acquisition.

CONTRACT SECTION III – General Instructions

METHOD OF AWARD

1. The award will be made in accordance with §§ 16-13B-1, et seq. of the *Code of Alabama*.
2. The award will be made to the lowest responsible bidder(s) meeting requirements and specifications. In the event of a tie, the tie will be determined by a random drawing administered by an impartial central office employee.
3. Tuscumbia City Schools reserves the right to accept or reject any or all bids.
4. Tuscumbia City Schools reserves the right to waive minor irregularities and/or informalities in bids.
5. The decision of Tuscumbia City Schools is final.

PRICING

1. All prices submitted on this bid are to be delivered prices and shall not include any state or local taxes.
2. The bidder offers and agrees to furnish any or all items written in specifications and quantity stated on the bid and delivered with specification included.

BACK ORDERS

If items are out of stock, the CNP Director will be notified as early as possible, preferably in writing. Excessive backorders may be cause for cancellation of the contract.

CANCELLATION

No item in this bid is to be canceled without prior consent of Tuscumbia City Schools.

DEFAULT

If at any time the vendor makes a delivery that is not in accordance with bid specifications without consent of Tuscumbia City Schools, such delivery shall constitute grounds for the cancellation of the contract.

ANY VENDOR ISSUING ANY TYPE OF GIFT, PREMIUMS, OR OTHER TYPE OF FAVOR TO ANY EMPLOYEE OF THE TUSCUMBIA CITY SCHOOLS SHALL CONSTITUTE GROUNDS FOR THE CANCELLATION OF THE CONTRACT AND SHALL BE EXCLUDED FROM THE MAILING LIST OF ALL PURCHASES MADE BY TUSCUMBIA CITY SCHOOLS.

SUBSTITUTIONS

Any bidder wishing to supply alternate equipment other than specified shall submit a request for substitution detailing the alternate equipment to Tuscumbia City Schools five (5) days before bid opening.

BIDDER RESPONSIBILITY

It shall be incumbent upon each bidder to understand the provisions in 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 of justification for non-compliance with the provisions set forth herein.

BRAND IDENTIFICATION

Bidders must bid on the specific product cited in the specifications unless written request is made to bid on an equal.

LIABILITY

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by the Tuscumbia City Board of Education as a result of violations of the contract terms by a contractor.

SUBMISSION OF BID

1. The bid file number with the time and date of bid opening shall be noted on the face of the envelope.
2. Fax bids will not be accepted.
3. Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. Signed bid form must be original signature.
4. BID BONDS must be included in submitted bid.

BID ACCEPTANCE

The Tuscumbia City Board of Education reserves the right to reject any or all bids, to waive and informality and unless otherwise specified by the bidder, to accept any item on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that the Tuscumbia City Schools has 90 days to accept.

AWARD

Contracts will be established between the lowest responsible bidders meeting all specifications. Tuscumbia City Schools Board of Education reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Tuscumbia City Schools Board of Education, the bids submitted by the bidder will be rejected.

DELIVERY ABILITY

Bidder must demonstrate or has demonstrated the ability to promptly and efficiently delivery all the items on the bid list.

RELIABILITY

For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible if for any reasons other than reasons beyond their control, they have violated any of the requirements listed therein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

DELIVERY EQUIPMENT

Bidders must show evidence of ownership or the ability to lease, rent, or otherwise obtain vehicular equipment necessary for delivery schedule to participating entities with the bidders region or responsibility.

TAXES

Purchases made under provision of any contract established as result of this invitation are exempt from federal, state, and local taxes unless otherwise noted and bidder should quote prices, which do not include such taxes.

GIFTS, REBATES, GRATUITIES

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of Tuscumbia City Schools or any other entity purchasing or receiving gifts under provision of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm, or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate, or gratuity. Violations of this provision are punishable under the laws of the State of Alabama.

STANDARD CONTRACT CONDITIONS

1. 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.
2. Contractors providing service under this invitation for bids, herewith, assures the Tuscumbia City Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulation (41 CFR Part 60).
3. 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 applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
4. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and producers located within the State of Alabama must

understand that Alabama Department of Agriculture inspection labels will not qualify under provision of this Invitation to Bid.

5. Contractors shall comply with all applicable standards, orders or requirements issued under Section 36 of the Clean Air Act (42 U.S. D. 1857), Section 508 of the Clean Water Act (33U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
6. 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.
7. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama status if applicable.

PRODUCT REQUIREMENTS

See bid specifications

PRODUCT PROTECTION GUARANTEES

Participating Organizations have “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

IMPORT PRODUCTS

The Buy American Provision of the National School Lunch Act requires that we purchase and use only domestic products.

DELIVERY TIMES & PLACES

Delivery and setup date and times will be set up with Paige Soeder, Tuscumbia City Schools CNP Director. (See specifications)

Equipment Specifications

G.W. Trenholm Primary School
601 Joe Wheeler Dr
Tuscumbia, AL 35674

Bid Specifications for Combination Freezer/Cooler Walk-In

Item 1: WALK IN COMBINIATION FREEZER/COOLER
Manufacturer: THERMO-KOOL, or pre-approved alternate
Model #: Q42486-25

Description:

1. Walk-in Combination Freezer and Cooler shall be located outdoors on concrete pad.
2. Total exterior dimensions shall be 15'x 26'x 8'6" High. Nominal dimensions not accepted.
3. Insulation: 4" DURATHANE, all-urethane found foamed-in-place (Class 1).
4. Exterior: Stucco Aluminum.
5. Interior: White Stucco Galvanized.
6. Interior Floors: 1/8" Aluminum Treadplate in freezer and cooler.
7. (2) 36"x77" Flush Mounted Entrance Door(s), with hardware, Pilot light & switch assembly, vapor proof light & dial thermometer. NSF listed.
8. (2) Doors with (2) hinges. Both hinged right. VERIFY BEFORE ORDERING.
9. (2) 48" High 1/8" Treadplate kickplates.
10. (2) 14"x14" peep window w/ heated frame & glass.
11. (2) Backup door frame heater.
12. (2) Pressure relief vents.
13. (4) 48" LED light fixture(s) w/ bulbs.
14. Sloped weather roof with vinyl weather cap.
15. Ceiling & Floor Splice.
16. Weather cap trim.
17. Cooler Refrigeration System: 2 HP, Remote Pre Assembled Refrig System Model RFO200E4SEANT 208-230/60/3 Medium Temperature, base, weather hood, winter controls, Scroll, Air-cooled, R448A (9.6 Compressor RLA) with 2 RL6A066ADA 115/60/1 coil (0.8 amps) with Dual Speed EC motor.
18. Freezer Refrigeration System: 2 each 3HP, Remote Pre Assembled Refrig System Model RFO300L4SEA 208-230/60/3 Low Temperature base, weather hood, winter controls, Scroll, Air-cooled, R448A, Std. Defrost Kit (8.7 Compressor RLA) each with 1 RL6E077DDASC 208-230/60/1 coil (1.0 fan amps, 9.8 heater amps) with Dual Speed EC motor.
19. Ten year panel warranty.
20. Five year compressor and one year refrigeration parts warranty. One year installation labor warranty.

21. All panels are preassembled at the factory prior to shipment for a thorough quality control inspection. A digital photograph is taken of the preassembled walk in and sent to the dealer with all warranty paperwork.
22. Made in the USA.

Item 2: SHELIVING for Walk-In Freezer/Cooler
Manufacturer: METRO SHELIVING, or pre-approved alternate

Model #: 2436NK3
Qty. 20 ea

Model #: 2448NK3
Qty: 40 ea

Model #: 2454NK3
Qty: 32 ea.

Model #: 74PK3
Qty: 92 ea.

1. Shelving units shall be green epoxy coated and offer a Microban antimicrobial product protection which continuously fights the growth of bacteria, mold, and mildew that causes stains and odors.
2. Shelving to have an open wire design to allow great visibility and free circulation of air.

The shelving units are to be assembled and placed in the freezer/cooler units by the successful bidder.

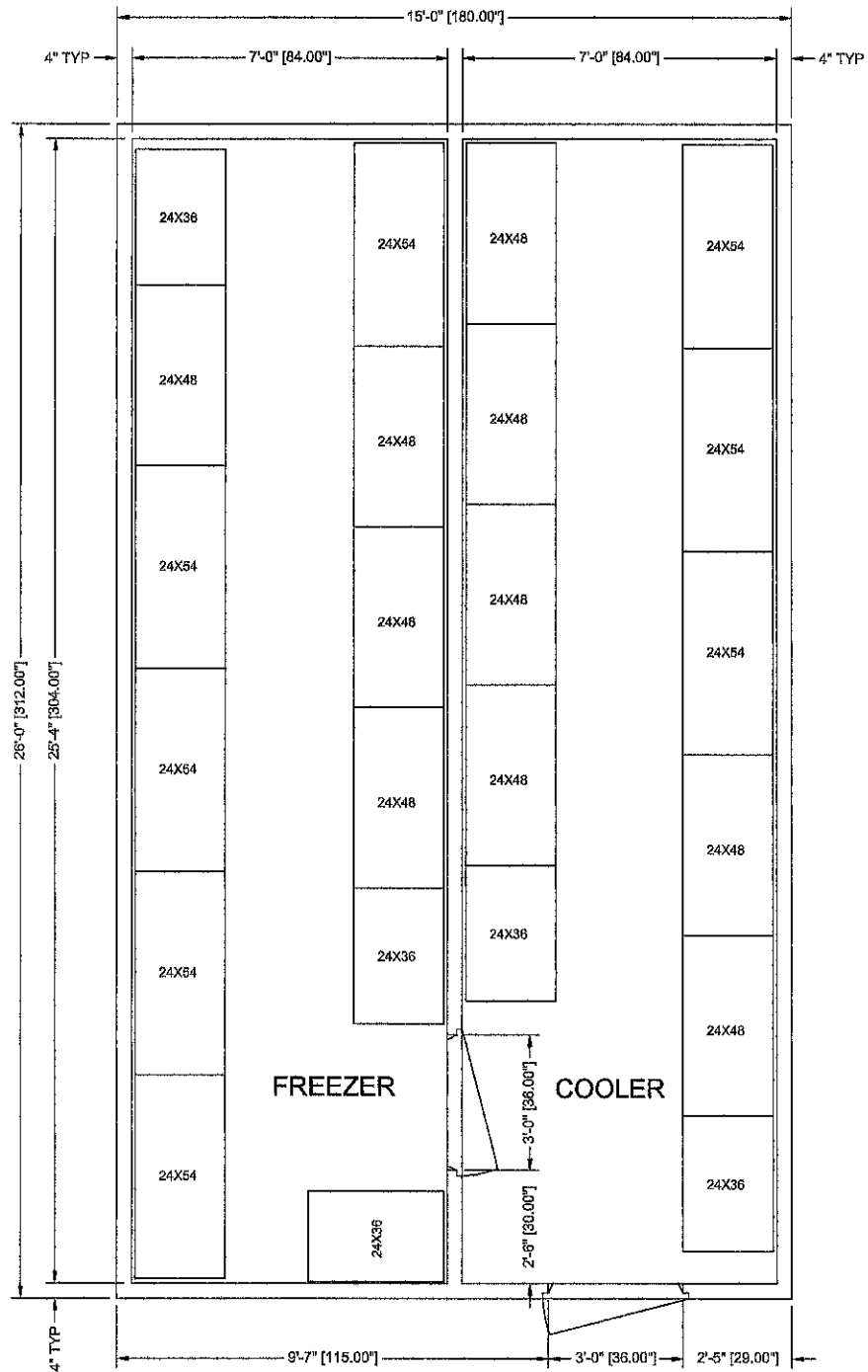
Successful bidder shall complete the following installation requirements:

1. Removal and dispose of existing walk in panels and refrigeration system.
2. Deliver and uncrate all walk-in panels and refrigeration system.
3. Erect and fully assemble walk-in panels. Floor panels must be level.
4. Remove all crating from premises.
5. Install sloped membrane roof cap away from building. Weather cap to be installed with flashing to the building from the membrane so excess water and debris does not fall between exterior wall and walk-in.
6. Install treadplate wainscot on doors and trim around entry of walk-in.
7. Put condensing unit in place.
8. Make all refrigeration and final electrical connections. Refrigeration systems must be fully started up by successful bidder. Make refrigeration connections from condensing unit to evaporator coils and make electrical connections to


- electrical disconnects supplied by Tuscumbia City. Insulate drain line and install heater to drain line for evaporator coil. Drain line must have P-trap.
9. Final electrical connections to include condensing unit, evaporator coils, and all electrical components insides freezer (door frame heater wire, lights, drain heater, etc.).
 10. Install all shelving units. Awarded dealer responsible for confirming shelving quantities and sizing.

Tuscumbia City Schools Installation Requirements:

- Tuscumbia City Schools will be responsible for having utilities available for all final electrical connections for new walk-in freezer/cooler within 10' of new equipment.
- Will need to have level surface area prior to erecting walk-in panels and a concrete pad poured and cured prior to arrival of new walk-in for condensing unit.
- School system will need to add bollards around perimeter of exterior walk-in to prevent damage to exterior of walk in.
- To provide properly sized breaker and to run wiring as well as install disconnect so successful bidder can make final electrical connections.



Q240110A

 Thermo-Kool Mid-South Industries, Inc. • P.O. Box 999 Laurel, Mississippi 39441 • Phone 601/649-4608 FAX 601/649-6558		G. W. TRENHOLM PRIMARY SCHOOL	
		SHELVING LAYOUT	
DR. BY DW	CR. BY	REV. NO. Q240110A	
DATE 1-10-24	SCALE 3/8"=1'-0"	SHEET NO. 1 OF 1	

Two complete systems required to maintain temp... this is NOT redundant

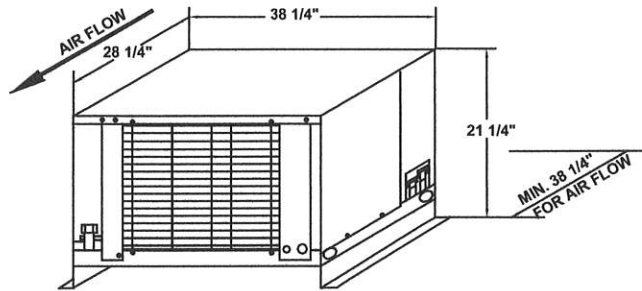
SCROLL

LOW TEMPERATURE CONDENSING UNIT

R-448A

AIR-COOLED

208-230/60/3Ø



SPECIFICATIONS

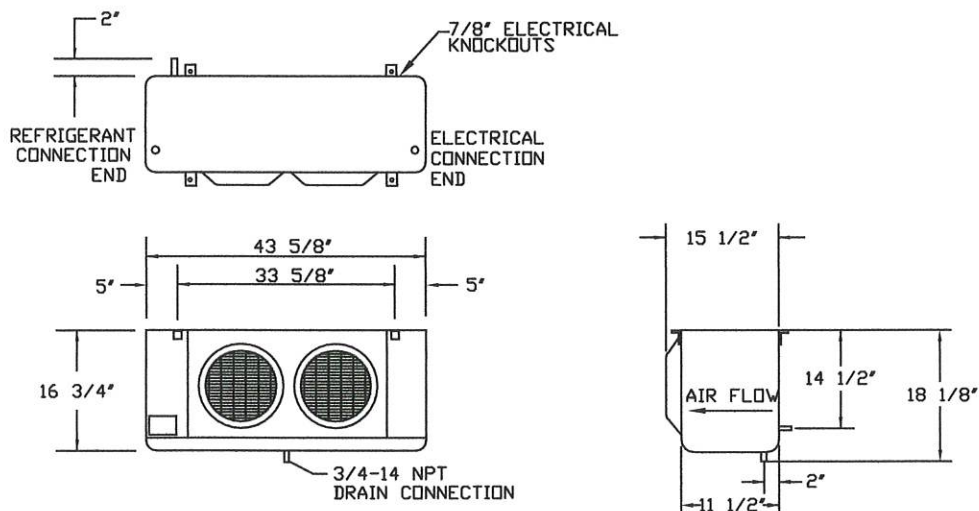
MODEL #	HP	ELECTRICAL DATA			CAPACITY @ -10° WALK-IN TEMP. (90° AMBIENT)	LINE SIZES		APPROX. NET WEIGHT
		COMPRESSOR RLA	MCA	MOPD		LIQUID	SUCTION	
RFD300L4SEA	3	8.7	26	30	9,270 BTU	3/8"	7/8"	245 LBS.
RECEIVER CAPACITY @ 90% FULL: 14.3#						HEAT OF REJECTION: 14,369 BTU's		

EVAPORATOR COIL

208-230/60/1Ø

SPECIFICATIONS

MODEL #	BTU's	No. of FANS	AIR FLOW (CFM)	ELECTRICAL DATA		LINE SIZES			APPROX. NET WEIGHT
				FAN AMPS	HEATER AMPS	INLET	SUCTION	DRAIN	
RL6E077DDA	8,800	2	1,570	1.0	9.8	3/8" OD	7/8" OD	3/4" NPT	55 LBS.
W/ DUAL SPEED EC MOTOR									



RFO300L4SEA 208-230/60/3Ø
W/ RL6E077DDA 208-230/60/1Ø



Thermo-Kool.

Mid-South Industries, Inc. • P.O. Box 989
Laurel, Mississippi 39441 • Phone 601/649-4600
FAX 601/649-0558

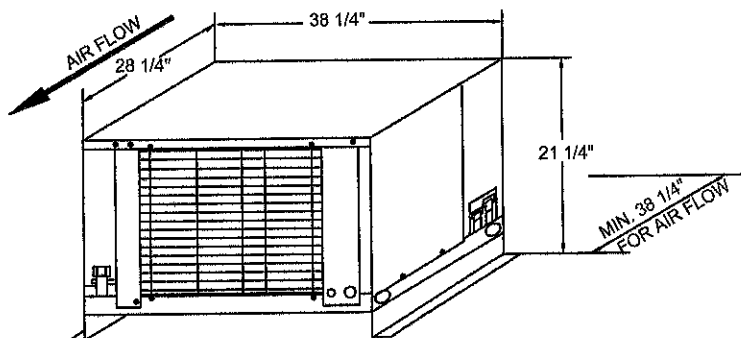
SCROLL

MEDIUM TEMPERATURE CONDENSING UNIT

R-448A

208-230/60/3Ø

AIR-COOLED



SPECIFICATIONS

MODEL #	HP	ELECTRICAL DATA			CAPACITY @ 35° WALK-IN TEMP. (90° AMBIENT)	LINE SIZES		APPROX. NET WT.
		COMP. RLA	MCA	MOPD		LIQUID	SUCTION	
RF0200E4SEANT	2	9.6	15	20	17,440 BTU	1/2"	7/8"	215 LBS.

RECEIVER CAPACITY @ 90% FULL: 14.3#

HEAT OF REJECTION: 22,672 BTU's

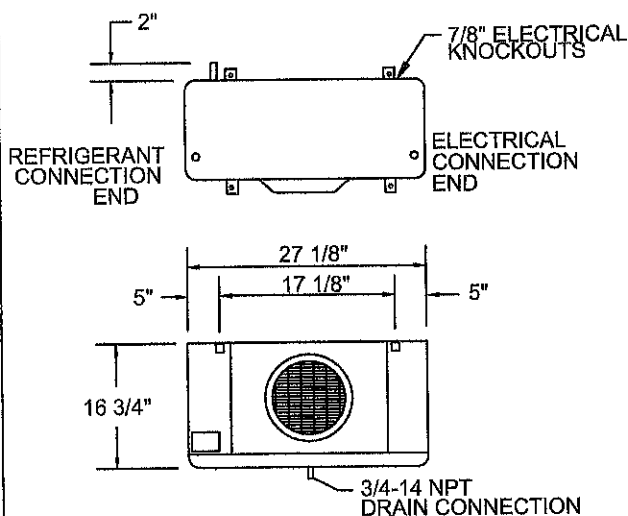
EVAPORATOR COIL

115/60/1Ø

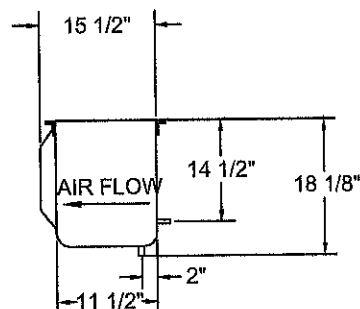
SPECIFICATIONS

MODEL #	BTU's	No. of FANS	AIR FLOW (CFM)	ELECTRICAL DATA		LINE SIZES			APPROX. NET WT.
				FANS		INLET	SUCTION	DRAIN	
				AMPS	WATTS				
RL6A066ADA	7,800	1	775	0.8	47	3/8" OD	5/8" OD	3/4" NPT	47 LBS.
							W/ DUAL SPEED EC MOTOR		

W/ DUAL SPEED EC MOTOR



(2) COILS REQ'D



RF0200E4SEANT 208-230/60/3Ø
W/ (2) RL6A066ADA 115/60/1Ø



Thermo-Kool®

Mid-South Industries, Inc. • P.O. Box 989
Laurel, Mississippi 39441 • Phone 601/649-4600
FAX 601/649-0558

CHECKLIST FOR BID SUBMISSION

(Please make sure all forms are returned with your bid packet)

BID #2024-01

- _____ Bid Proposal Form (Requires Notarization)
- _____ Non-Collusive Bidding Certification
- _____ Debarment, Suspension, Ineligibility & Voluntary Exclusion
- _____ E-Verify Memorandum of Understanding
- _____ Affidavit
- _____ Lobbying
- _____ Bidder Provisions Page
- _____ Outer Envelope Marked Bid Opening with Bid #, Date, & Time
- _____ Bid Bond

BID PROPOSAL FORM:

The following proposal is being made on this _____ day of _____, 2024 by

Name of Company

BID #2024-01

Walk-In Freezer/Cooler as described in the specifications

TOTAL BID Proposal \$ _____

*Each specification has been addressed. Specification sheets are attached.
* By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for damages resulting there from.

State the number of days after award the delivery can be made _____

******* Bid Bond Enclosed *******

Signature of Authorized Representative _____

Printed or Typed Name _____

Title of Representative _____

Company Address _____

Phone Number _____

Sworn to and subscribed before me this _____ day of _____, 2024.

Notary Signature (SEAL) _____

THANK YOU FOR YOUR INTEREST

Return this form with bid submittal.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

- B. 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 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)

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 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (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.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

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 which 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 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 knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ALABAMA IMMIGRATION LAW COMPLIANCE GUIDELINES
FOR CONTRACTORS AND VENDORS DOING BUSINESS WITH
THE ALABAMA DEPARTMENT OF REVENUE**

Section 9 of Alabama Act No. 2011-535 entitled the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act" (<http://ago.alabama.gov/File-Immigration-AL-Law-2011-535>) requires that, as a condition for the award of a contract to a business entity or employer that employs one or more employees working in Alabama, the business entity or employer provide an affidavit and documentation of enrollment in the Federal 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 attached Affidavit For Business Entity/Employer/Contractor and the entity's E-Verify Memorandum of Understanding must be included with the bid or contract. If you do not believe these requirements are applicable to your entity, 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 web site www.uscis.gov/everify or at the Alabama Department of Homeland Security web site <http://immigration.alabama.gov>. The Alabama Department of Homeland Security has established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program.

You may scan and e-mail your documents to: everify@revenue.alabama.gov or fax to (334) 353-8599.

**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as 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)

State of _____

County of _____

Before me, a notary public, personally appeared _____
(print name)

who, being duly sworn, says as follows:

As 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, I hereby attest that in my capacity as

_____ (state position) for

_____ (state business
entity/employer/contractor name)

that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.*

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2____.
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

*(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS**

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date

Bidder Provisions Page

(Sign & Date on the last page)

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, 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 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.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or 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.

(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 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).

(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 governmentwide 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.

§ 200.323 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.

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.

(3) ***Applicability to Hawaii.*** [Paragraph \(d\)\(2\)\(i\)](#) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

(e) ***Restrictions on the sale of milk.*** A school food authority participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in [§ 210.10\(d\)\(4\) of this chapter](#)) at any time or in any place on school premises or at any school-sponsored event.

(f) ***Cost reimbursable contracts -***

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

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

(ii)

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

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

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

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

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

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

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

(g) ***Geographic preference.***

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

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

**BIDDER ACKNOWLEDGES ADHERENCE TO
THE ABOVE PROVISIONS BY SIGNING
BELOW AND SUBMITTING WITH THE BID:**

Company Name: _____

Contact Person: _____

Signature: _____

Date: _____ **Phone Number:** _____

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: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20PComplaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, 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:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email: program.intake@usda.gov

This institution is an equal opportunity provider.