**DALE COUNTY BOARD OF EDUCATION**

**OFFICE OF BEN BAKER, SUPERINTENDENT**

**202 S. Hwy 123 Suite E OZARK, ALABAMA 36360**

 **PHONE (334)774-2355 WEB SITE: www.dalecountyboe.org FAX (334)774-3503**

Dear Vendor

The Dale County School Board of Education invites you to bid on Ariton Lunchroom Equipment Project, Bid Item: **Serving Lines** for the Child Nutrition Program of Dale County Schools, according to specifications attached. Attached is a copy of bid instructions and specifications. Please read the instructions and specifications carefully. If the document is not submitted as requested, it may be such that we cannot classify this offer as a legitimate bid and you may be disqualified.

Sealed and labeled bids must be in the office of the Superintendent of Education, 202 S. Highway 123, Suite E, Ozark, AL 36360, no later than 10:00 a.m. on Monday, March 18, 2024. at which time bids will be opened. Dale County Board of Education reserves the right to reject any and all bids and to waive formalities in awarding this bid to the low responsible bidder. Please print boldly on the outside of the sealed envelope: ARITON LUNCHROOM EQUIPMENT PROJECT, BID ITEM: SERVING LINES, MARCH 18, 2024.

The following requirements for the Board of Education have been developed in accordance with the terms and conditions of the Alabama Bid Law and shall be a part of the contract document as fully as if they were written verbatim into those documents and all bidders shall take it into account when preparing estimates.

If you have any questions regarding this bid, please contact: Audra Reeves, Child Nutrition Program Director, at 334-774-2355 ext. 4.

Sincerely

Ben Baker

Superintendent

Dale County Schools

Instructions to Bidders

CNP FOOD SERVICE EQUIPMENT BID

For: Ariton Lunchroom Equipment Project

**BID ITEM: Serving Lines**

BID OPENING: Monday, March 18, 2024 at 10:00 a.m.

Dale County Board of Education

202 S. Highway 123, Suite E, Ozark, Alabama

 1. GENERAL INFORMATION

1. All bidders must use the Dale County Board of Education CNP Statement of Bidder form for submitting their bid.
2. All bidders must complete and return the Certification Regarding Debarment Form with their bid.
3. All bids must be sealed and marked "Ariton Lunchroom Equipment Project, March 18, 2024, Serving Lines".
4. No late bids will be opened.
5. Bids will not include State Sales Tax or Federal Excise Taxes.
6. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
7. All bids must be firm, however, Dale County Board of Education has the option to purchase all equipment, any combination, or none, as the Dale County Board of Education so desires.
8. Warranties, pictures, brochures, parts, and maintenance manuals and specifications taken directly from manufacturer shall accompany all bids.
9. Each vendor is required to make an appointment to visit the job site prior to bid date to familiarize themselves with actual and specific job site conditions. Dates for job site visit are Monday March 11, 2024 at 9:00 a.m. and Tuesday March 12, 2024 9:00 a.m. Appointment should be set up through Audra Reeves, at 334-774-2355, ext. 4 or areeves@dalecountyboe.org.
10. Any questions concerning this bid should be directed to Audra Reeves, at 334-774-2355 ext. 4, or areeves@dalecountyboe.org

 11. METHOD OF BID AWARD

1. The successful bidder shall be an established company experienced in the specified products.
2. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor's bids will be considered unacceptable.
3. After refusal by the first bidder, the bid will be awarded to the next low bidder meeting requirements and specifications.

 111. PRICING

1. Prices are to be quoted as indicated on the proposal form. Bid only one (1) brand that meets specifications. If more than one brand is quoted, the highest price will be used in tabulating the bid.
2. The Dale County Board of Education reserves the privilege to resubmit or renegotiate any items if prices are beyond anticipated amount.

IV. STANDARD CONTRACT CONDITIONS

1. Upon Establishment of contract, the contract shall be governed in all respects — as to validity, construction, capacity, and performance or otherwise — by the laws of the State and the United States.
2. Contractors providing service under the Request for Bid, herewith assure the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
3. Contractors shall comply with Executive Order 11246, Entitled "Equal Employment Opportunity," as amended by Labor regulations (4 1 CFR Part 60).
4. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
5. Contractor 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

application(s) for employment because of age, race, color, religion, sex, national origin or handicap.

1. The contractor agrees to retain all books, records and other documents relative to the agreement for three (3) years after final payment. The system, 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 any investigation or audit is in progress, records shall be maintained until stated matter is closed.
2. Contactor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.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.

1. By signing this document, the contractor certifies that his bid is made without prior understanding, agreement or connection with any cooperation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respect 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.
2. Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the school system shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

 V. INSTALLATION RESPONSIBILITIES

1. Successful Foodservice Bidder:
	1. Coordinate with Dale County Schools for the delivery and installation of products.
	2. Relocate any existing equipment that is to be removed due to project construction to Dale County Schools warehouse or comparable location.
	3. Completely install all equipment as a turnkey job. Bidder to provide all labor and materials for complete installation, to include but not limited to: electrical wire, conduit, breakers, plugs and receptacles.
	4. Provide all specified accessories for new equipment.
2. School System:
	1. Provide access to the building for all required work to be completed.

 VI. SPECIAL INSTRUCTIONS: Returned bid packet should contain:

1. Statement of Bidder
2. Debarment Form
3. E-Verification Form
4. W-9 Form

Dale County Board of Education Child Nutrition Program

Food Service Equipment Specifications

Bid Opening: Monday, Mar 18, 2024 at 10:00 a.m.

BID ITEM: 2 Serving Lines (Separate Specifications for Each)

Serving line 1;

ITEM 1 - SERVING COUNTER, Utility (1 REQ'D)

Duke Manufacturing or pre-approved equal

Model TST-32PG

ThurmadukeTM Solid Top Unit, mobile "Tray Starter" counter, 32 'I D x 36"H, 14-gauge stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

* Model 217152 Stone Gray powder coat paint finish

-Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price

* Cutting Board/Shelf, customer's side, 10 1'D, 18ga stainless steel shelf, (2) hinged brackets, shelf mounted flush to counter top - Cutting Board/Shelf , operator's side, 10 'I D, 18ga stainless steel shelf, (2) hinged brackets, shelf mounted flush to counter top

-Model TDST-X-I special length \* 30" long \*

-Kick Plate, customer's side, stainless steel

ITEM 2- SERVING COUNTER, Utility (1 REQD)

Duke Manufacturing or pre-approved equal

Model TST-88PG

ThurmadukeTM Solid Top Unit, mobile "Waterless Well" counter, 88"W x 32"D x 36"H, 14-gauge stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

-Model 217152 Stone Gray powder coat paint finish

-Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price

-Model CUT-OP3 Rectangular cutout with reinforced edges, in countertop, for drop-in waterless wells unit

-CUSTOM Control panel, modify apron/rail, cutouts, switches mounted & wired

-Cutting Board/Shelf, customer's side, 10"D, 18ga stainless steel shelf,

(3) hinged brackets, shelf mounted flush to counter top

-Cutting Board/Shelf , operator's side, 10 'I D, 18ga stainless steel shelf, (3) hinged brackets, shelf mounted flush to counter top

-Model MOD-2S-6CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

-Model TS550-88 ThurmadukeTM Designer Sneeze Guard, 87-3/4"W x 16-1/2"D x 18"H, selfservice style, glass top, painted end panels & 1/4" acrylic end guards, cULus, UL EPH Classified -Stainless Steel Frame

-Stainless Steel Ends

-FL-6 Fluorescent Lights, mounted under shelf, wired to base, for 86-1/2" long models, 120v/60/1-ph

-CUSTOM Electric Inter-Connect Box, stainless steel box & cover, electric receptacles & breakers, mounted & wired in base -10 ft. cord & plug

ITEM 3 - HOT FOOD WELL UNIT, DROP-IN, ELECTRIC (1 REQ'D)

Duke Manufacturing or pre-approved equal

Model WW-5

Waterless Hot Food Well Drop-In Unit, electric, dry operation, with (5) 12" x 20" hot food well, 76-1/2"W x 23-1/2"D x 10.3 1'H, stainless steel well, removable FDA approved black silicone rubber liner, fully insulated galvanized exterior housing, touch screen control panel, (3) preset temperatures, Wi-Fi enabled, without drain, 72" control wire, includes spacing rim, UL EPH Classified, cULus

-Model WW-5-208 208v/60/1-ph, 12.0 amps, (5) NEMA 6-20P

ITEM 4- SERVING COUNTER, COLD FOOD (1 REQ'D)

Duke Manufacturing Model or pre-approved equal

Model TCM-60PG-N7

ThurmadukeTM Cold Food Unit, mobile, 60"W x 32"D x 36"H, stainless steel top, NSF 7 stainless steel mechanical cold pan, 56-1/2" x 21-3/4" liner, 1" drain line & valve, paint grip steel body & undershelf, 5 1' dia. swivel casters & brakes, R448a, 120v/60/1-ph, 6.78 amps, NEMA 5-15P, cULus, UL EPH Classified

-Model 217152 Stone Gray powder coat paint finish

-MOD-4N7 10" deep cold pan liner in lieu of standard 8" liner

-Condensate evaporator

-14ga stainless steel top

-Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price

* Cutting Board/Shelf, customer's side, 10"D, 18ga stainless steel shelf, (3) hinged brackets, shelf mounted flush to counter top - Cutting Board/Shelf , operator's side, 10"D, 18ga stainless steel shelf, (3) hinged brackets, shelf mounted flush to counter top
* Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

-Model TS550-60 ThurmadukeTM Designer Sneeze Guard, 59-3/4'l w x 16-1/2"D x 18"H, selfservice style, glass top, painted end panels & 1/4" acrylic end guards, cULus, UL EPH Classified -Stainless Steel Frame

-Stainless Steel Ends

-Fluorescent Lights, mounted under shelf, wired to base, for 58-3/8" long models, 120v/60/1-ph

ITEM 5 - SERVING COUNTER, UTILITY (1 REQD)

Duke Manufacturing or pre-approved equal

Model TST-60PG

ThurmadukeTM Solid Top Unit, mobile "Hot Top" counter, 60 1 'W x 32"D x 36"H, stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

-Model 217152 Stone Gray powder coat paint finish

-14ga stainless steel top, in lieu of standard

-Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price

-Model CUT-OP3 Rectangular cutout with reinforced edges, in counter top, for drop-in hot top unit

-CUSTOM Control panel, modify apron/rail, cutouts, switches mounted & wired

-Cutting Board/Shelf, customer's side, 10"D, 18ga stainless steel shelf, (3) hinged brackets, shelf mounted flush to counter top -Cutting Board/Shelf , operator's side, 10"D, 18ga stainless steel shelf, (3) hinged brackets, shelf mounted flush to counter top

-Model MOD-2S-4CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

-Model MOD-2S-E Kick Plate, end, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

-Model TS540-60 ThurmadukeTM Designer Sneeze Guard, 59-3/4"W x 13"D x 18"H, self-service style, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified -Stainless Steel Shelf

-Stainless Steel Ends

-Model HL-4 Radiant Heater & Incandescent Light, under shelf & wired to base, 120v/60/1-ph -CUSTOM Electric Inter-Connect Box, stainless steel box & cover, electric receptacles & breakers, mounted & wired in base -10 ft. cord

ITEM 6 - HEATED SHELF FOOD WARMER (1 REQ'D)

Duke Manufacturing or pre-approved equal

Model RHT2-SL

HotFrostTM Recessed Hot Top slimline drop-in unit, 55"W x 21 'I D, fits (2) 18 x 26" pan per shelve, programmable color touch screen control, stainless steel body and shelves.

120v/60/1-ph, 5.0 Amps

ITEM 7 - SERVING COUNTER, UTILITY (1 REQD)

Duke Manufacturing or pre-approved equal

Model TST-46PG

ThurmadukeTM Solid Top Unit, mobile "Tray & Utensil Stand" counter, 46"W x 32"D x 36"H, stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

-Model 217152 Stone Gray powder coat paint finish

-14ga stainless steel top

-2ea Model CUT-OP3 Rectangular cutout with reinforced edges, in counter top, 12" x 20 1 ' for utensil pans

-Sliding doors, with lock and keys, paint grip steel to match body, recessed stainless steel pull

Serving Line 2:

ITEM 8 - SERVING COUNTER, UTILITY (1REQ'D) Duke Manufacturing or pre-approved equal

Model TST-74PG

ThurmadukeTM Solid Top Unit, mobile "Waterless Well" counter, 32"D x 36"H, stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

-Model 217152 Stone Gray powder coat paint finish

-14ga stainless steel top

-Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop

-Model CUT-OP3 Rectangular cutout with reinforced edges, in counter top, for drop-in waterless wells unit

-CUSTOM Control panel, modify apron/rail, cutouts, switches mounted & wired

-Model 445-5S-HD-CU Cutting Board/Shelf, customer's side, 10"D, 18ga stainless steel shelf, (3) hinged brackets, shelf mounted flush to counter top -Model 445-5S-HD-OP Cutting Board/SheIf , operator's side, 10"D, 18ga stainless steel shelf, (3) hinged brackets, shelf mounted flush to counter top -Model MOD-HT Special Height Body, 34" Height Body

-Model TDST-X-I For speciat length \* 66" long \*

-Model MOD-2S-5CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

-Model MOD-2S-E Kick Plate, end, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

-Model TS540-74 ThurmadukeTM Designer Sneeze Guard, 13"D x 18 1 'H, self-service style, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified -Stainless Steel Shelf

-Stainless Steel Ends

-Special length overshelf

-Model HL-5 Radiant Heater & Incandescent Light, under shelf & wired to base, 120v/60/1-ph

(this may require cord & plug option)

-Model CUSTOM Electric Inter-Connect Box, stainless steel box & cover, electric receptacles & breakers, mounted & wired in base -10 ft. cord & plug

ITEM 9 - HOT FOOD WELL UNIT, DROP-IN, ELECTRIC (1 REQD)

Duke Manufacturing or pre-approved equal

Model WW-4

Waterless Hot Food Well Drop-ln Unit, electric, dry operation, with (4) 12" x 20" hot food well, 61-1/4"W x 23-1/2"D x 10.3"H, stainless steel well, removable FDA approved black silicone rubber liner, fully insulated galvanized exterior housing, touch screen control panel, (3) preset temperatures, Wi-Fi enabled, without drain, 72" control wire, includes spacing rim, UL EPH Classified, cULus

-Model WW-4-208 208v/60/1-ph, 9.6 amps, (4) NE-MA 6-20P

ITEM 10 - SERVING COUNTER, UTILITY (1 REQ'D)

Duke Manufacturing or pre-approved equal

Model TST-46PG

ThurmadukeTM Solid Top Unit, mobile "HotColdFreeze II counter, 46"W x 32"D x 36"H, stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

-Model 217152 Stone Gray powder coat paint finish

-14ga stainless steel top

-Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop

-Model CUT-OP3 Rectangular cutout with reinforced edges, in countertop, for drop-in unit

-CUSTOM Control panel, modify apron/rail, cutouts, switches mounted & wired

-Model 445-3S-HD-CU Cutting Board/Shelf, customer's side, 10"D, 18ga stainless steel shelf, (2) hinged brackets, shelf mounted flush to counter top -Model 445-3S-HD-OP Cutting Board/Shelf , operator's side, 10 'I D, 18ga stainless steel shelf, (2) hinged brackets, shelf mounted flush to counter top -34" Height Body

-Model MOD-2S-3CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

-Model TS550-46 ThurmadukeTM Designer Sneeze Guard, 45-3/4"W x 16-1/2"D x 18"H, selfservice style, glass top, painted end panels & 1/4" acrylic end guards, cULus, UL EPH Classified -Stainless Steel Frame

-Stainless Steel Ends

-Model FL-3 Fluorescent Lights, mounted under shelf, wired to base, for 44-3/8" long models,

120v/60/1-ph

-Model E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source -10 ft. cord & plug

ITEM 11 - HOT / COLD FOOD WELL UNIT, DROP-IN, ELECTRIC (1 REQ'D)

Duke Manufacturing or pre-approved equal

Model HCF-2

Hot/Cotd/Freeze Drop-ln Food Well Unit, heated & refrigerated, 34" long, (2) 12" x 20" individual pans, 300 series stainless steel top rim, 5" deep 300 series stainless steel interior liners, steel exterior housing, individual wired remote digital controls for hot or cold operation, air-cooled condensing unit, individual drains manifolded to a valve, 6' cord & plug, UL, cULus, NSF #4 & 7

-Model HCF-2-120v/60/1 ph, 10.5 amps, NEMA 5-15P -MOD-DRY No Drains

ITEM 12 - SERVING COUNTER, UTILITY (1 REQ'D)

Duke Manufacturing or pre-approved equal

Model TST-46PG

ThurmadukeTM Solid Top Unit, mobile "HotFrost II counter, 32"D x 36'I H, stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

-Model 217152 Stone Gray powder coat paint finish

-14ga stainless steel top

-Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop

-Model CUT-OP3 Rectangular cutout with reinforced edges, in countertop, for drop-in unit

-CUSTOM Control panel, modify apron/rail, cutouts, switches mounted & wired

-Model 445-3S-HD-CU Cutting Board/Shelf, customer's side, 10"D, 18ga stainless steel shelf, (2) hinged brackets, shelf mounted flush to counter top -Model 445-3S-HD-OP Cutting Board/Shelf , operator's side, 10"D, 18ga stainless steel shelf, (2) hinged brackets, shelf mounted flush to counter top -34" Height Body

-Model T DST-X-I For special length \* 34" long \*

-Model MOD-2S-3CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

-Model TS550-46 ThurmadukeTM Designer Sneeze Guard, 16-1/2"D x 18"H, self-service style, glass top, painted end panels & 1/4" acrylic end guards, cULus, UL EPH Classified -Stainless Steel Frame

-Stainless Steel Ends

-Model MOD-SPL Special length overshelf

-Fluorescent Lights, mounted under shelf, wired to base, for 44-3/8" long models, 120v/60/1-ph -Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source -10 ft. cord & plug

ITEM 13 - HOT / COLD SHELF (1 REQ'D)

Duke Manufacturing or pre-approved equal

Model RHFI-SL

HotFrostTM Recessed Hot Frost, Hot/Cold switchable slimline drop-in unit, 29"W x 21"D, fits (1) 18 x 26" pan per shelve, programmable color touch screen control, stainless steel body and shelves, self-contained refrigeration, 120v/60/1-ph, 5.5 Amps, NEMA 5-15P

Item 14- SERVING COUNTER, UTILITY (1 REQ'D)

Duke Manufacturing or pre-approved equal

Model TST-32PG

ThurmadukeTM Solid Top Unit, mobile "Condiment" counter, 32 'I D x 361'H, stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF

-Model 217152 Stone Gray powder coat paint finish

-14ga stainless steel top

-Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop

-Model 445-2S-HD-CU Cutting Board/Shelf, customer's side, 10 'I D, 18ga stainless steel shelf, (2) hinged brackets, shelf mounted flush to counter top -Model 445-2S-HD-OP Cutting Board/Shelf , operator's side, 10"D, 18ga stainless steel shelf, (2) hinged brackets, shelf mounted flush to counter top -34" Height Body

-Model TDST-X-I For special length \* 24" long \*

-Model MOD-2S-2CU Kick Plate, customer's side, stainless steel, recessed, screw attached, 1/2" above floor for easy rolling

Food Service Equipment Contractor to deliver, un-crate, set in place, and remove all packaging from job site. FSEC to remove existing serving counters from job site. FSEC to make site visit prior to delivery to verify all proper space and utilities are available for new serving counters. FSEC to demonstrate proper use and care of equipment after installation is complete and units are fully operational.

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 s 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 proposal s 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," u suspended,j' "ineligible," I'lower tier covered transaction," "participant," "person," "primary covered transaction, il "principal, ij "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 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 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.

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)

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

Names(s) and Titles(s) of Authorized Representative(s)

Signature(s)Date

STATEMENT OF BIDDER

Ariton Lunchroom Equipment Project

Ariton School

Bid Opening: Monday 18, 2024 at 10:00 a.m.

|  |  |
| --- | --- |
| PROJECT | PRICE |
| Ariton Lunchroom EquipmentProject: Serving Lines |  |

 We are in a position to furnish the items listed at the prices shown and can make shipment within days after receipt of the order. I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to fix prices or to refrain from bidding.

THIS BID MUST BE NOTARIZED.

BUSINESS NAME:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BY:

(Signature in ink only)

ADDRESS:

TELEPHONE:

DATE:

Sworn to and subscribed before me this\_\_\_\_\_\_\_day,\_\_\_\_\_\_\_\_\_month,\_\_\_\_\_\_\_\_\_\_\_\_year.

NOTARY PUBLIC:

My Commission Expires:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**