**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: **Pass Thru Cooler** 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: PASS-THRU COOLER, 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: Pass- Thru Cooler**

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, Pass Thru Cooler".
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 th @ 9:00 and Tuesday March the 12th @ 9:00. Appointment should be set up through Audra Reeves, at 334-774-2355, ext. 4 or [areeves@dalecountyboe.org](mailto: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](mailto: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: Pass-Thru Cooler

Bid Specifications for Single Compartment Pass-Thru Cooler

Item l: Single Compartment Pass-Thru Cooler

Manufacturer: TRAULSEN, or pre-approved alternate

Model #: RHT132NPUT-FHG/FHG

Qty: 1

1. One Compartment, Pass-Thru Refrigerator with glass on customer side and on operator side.
2. Electrical: 115v/60/lph, 8.3 amps, with cord and plug attached. NEMA 5-15P.
3. Bare tube coil.
4. Microprocessor control with LED temperature display.
5. Evaporator Coil outside food zone.
6. Stainless steel exterior and interior.
7. 26 3/8" Length, 37 15/16" Depth, 83 1/4" Height.
8. Door hinging: LH on operator and customer side
9. Santoprene gaskets.
10. 5 shelves per section.
11. With 4 5/8" casters.
12. Warranty: 6 year service/labor, 7 year compressor warranty.

Installation Requirements for successful bidder:

• Deliver, uncrate, set in place, level, remove laser film from all stainless steel, and remove crating from the premises of the new pass thru cooler.

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 Equipment  Project:  Pass-Thru Cooler |  |

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:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**