



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 Board of Education invites you to bid on the food service equipment for the Dale County Child Nutrition Program. Attached is a copy of Bid Specifications and Instructions for a **COMBI OVEN AT G.W. LONG SCHOOL**. 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 bids must be in the office of the Superintendent of Education (202 S. Highway 123, Suite E, Ozark, AL 36360), no later than **2:00 pm ON MONDAY, JULY 7, 2025**, at which time the bids will be opened. The Dale County Board of Education reserves the right to reject any and all bids and to waive formalities in awarding this bid to the lowest responsible bidder. Print boldly on the outside of the sealed envelope: **G.W. LONG: COMBI OVEN.**

If you have any questions concerning this bid, please contact Audra Reeves, CNP Director, at 334-774-2355 ext.4 or email at areeves@dalecountyboe.org. This contact should also be used to set up any pre-bid visits to the school site.

**Dale County Board of Education
CNP Bid Opening**

Date: July 7, 2025

Time: **2:00 pm**

Product Bidded: CNP BID for Combi-Oven at GW Long School

Vendors Present:

Company	Representative

Bids received in mail prior to bid opening:

Dale County Board of Education official present at bid opening:

Witness:

Instructions to Bidders
CNP FOOD SERVICE EQUIPMENT BID
For: G.W. Long Combi Oven
BID OPENING: Monday July 7 at 2:00 pm
Dale County Board of Education
202 S. Highway 123, Suite E, Ozark, Alabama

This document will serve as a contract between the Dale County Board of Education and the vendor once the bid is awarded.

I. GENERAL INFORMATION

- A. All bidders must use the Dale County Board of Education CNP Statement of Bidder form for submitting their bid.
- B. All bidders must complete and return the Certification Regarding Debarment Form with their bid.
- C. All bids must be sealed and marked "G.W. LONG COMBI OVEN BID, July 7, 2025".
- D. No late bids will be opened.
- E. Bids will not include State Sales Tax or Federal Excise Taxes.
- F. 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.
- G. 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.
- H. Warranties, pictures, brochures, parts, and maintenance manuals and specifications taken directly from manufacturer shall accompany all bids.
- I. Any "Pre-Approved Equal" requests must be submitted 7 days prior to bid opening, by July 7 2025.
- J. **Each vendor has the option to make an appointment to visit the job site prior to the bid date to familiarize themselves with actual and specific job site conditions. Appointment should be**

set up through AUDRA REEVES, at 334-774-2355, ext. 4 or areeves@dalecountyboe.org.

- K. Any questions concerning this bid should be directed to Audra Reeves, at 334-774-2355 ext. 4, or areeves@dalecountyboe.org

II. METHOD OF BID AWARD

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

III. PRICING

- A. 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.
- B. 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

- A. This 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.
- B. 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.
- C. Contractors shall comply with Executive Order 11246, Entitled "Equal Employment Opportunity," as amended by Labor regulations (41CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request.

- E. The contractor shall comply with applicable Federal, State, and Local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor's performance of work under this contract, the 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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

A. 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.

B. School System:

1. Provide access to the building for all required work to be completed.

VI. SPECIAL INSTRUCTIONS: Returned bid packet should contain:

- A. Bid Pricing Form
- B. Debarment Form
- C. E-Verification
- D. W-9 Form

VII. Bid Specifications

Dale County Schools

Bid Specifications for GW Long Combi Oven

Bid Date Opening: Jul 7, 2025 @ 2:00

VII: SINGLE ELECTRIC COMBI OVEN

Furnish one (1) Single Electric Combi Oven, **Model ICP 10-FULL E**, as manufactured by **RATIONAL**. Unit shall feature intelligent, connectable cooking system with the operating modes poultry, meat, fish, egg dishes/desserts, side dishes/vegetables, baked goods and finishing as well as the cooking methods roasting, cooking, baking and grilling. Unit shall be provided with the following standard features:

- Overall dimensions to be 42-1/2" W x 38-3/8" D x 67-3/8"H including stand.
- Capacity for ten (10) full-size sheet pans (18" x 26") or twenty (20) steam table pans (12" x 20" x 2.5"). Vertical distance between rails shall be 2-5/8".

Intelligent functions:

- Intelligent climate management that measures, adjusts and controls the humidity down to the exact percentage
- Intelligent cooking path regulation and automatic adjustment of cooking steps in order to achieve the target results, e.g., browning and degree of doneness, safety and efficiency – regardless of product size, load quantity, or who is using the unit. Monitoring accurate to the second and calculation of browning on the basis of the Maillard reaction to produce ideal cooking results.
- Individual, intuitive programming of up to 1,200 cooking programs with up to 12 steps each using drag-and-drop
- Visual indication of loading and removal requests using energy-saving LED lighting
- Intelligent cleaning system suggests cleaning programs and the required amount of care products based on the degree of soiling within the cooking system
- Display of the current cleaning and descaling status

Cooking functions:

- High-performance steam generator for optimal steaming performance even at temperatures below 212°F
- Power-steam function: increased steaming power available for high density foods
- Integrated, maintenance-free grease separation system without an additional grease filter
- Cool-down function to quickly cool down the cooking cabinet; additional fast cooling using internal water nozzle
- Core temperature probe with six measuring points and automatic error correction in the event of incorrect positioning.
- Digital temperature display, displays target and actual values
- 24-hour real-time clock with automatic adjustment for daylight savings time when connected to Connected Cooking
- Automatic pre-selected starting time with variable date and time
- Integrated hand shower with automatic retraction and switchable spray/jet function
- Energy-saving, long-lasting LED lighting in the cooking cabinet

Occupational and operating safety:

- Electronic safety temperature limiter for steam generator and convection heating
- Contact temperature of the exterior of cooking cabinet door to be max. 163°F
- Use of Active Green cleaning tabs and Care Tabs (solid cleaning agent) for ideal occupational safety levels
- HACCP data storage and output via USB or optional storage and management in cloud-based networking solution

Dale County Schools

Bid Specifications for GW Long Combi Oven

Bid Date Opening: Jul 7, 2025 @ 2:00

- Tested according to national and international standards for unsupervised overnight operation

Networking:

- Integrated Wi-Fi interface for wireless connection to cloud-based networking solution
- Integrated USB interface for local data exchange
- Cloud-based Connected Cooking solution for central unit management, HACCP data management, and maintenance management

Cleaning and care:

- Automatic, water pressure-independent cleaning and maintenance system for cooking cabinet and steam generator. Nine cleaning programs for unsupervised cleaning, also overnight, with automatic cleaning and removal of limescale deposits within the steam generator
- Triple glass pane cooking cabinet door with swiveling glass panes for easy cleaning

Operation:

- High-resolution 10.1 inch TFT color display and capacitive touchscreen with self-explanatory icons for simple, intuitive operation with gestures like swiping and dragging
- Audible prompts and visual messages when user action is required
- Central dial with push function for intuitive selection and confirmation of entries
- Context-sensitive support that always shows the current help content for the displayed screen content

Required optional accessories:

- Five (5) additional Stainless Steel Shelves (for full complement of 10 shelves)
- 60.31.087 Stationary Stand
- iCareSystem AutoDose
- Two (2) Active Green Cleaner Cartridge, 6-Pack
- Two (2) Care Cartridge, 6-Pack
- Five (5) CombiFry Baskets
- Installation Kit
- 1900.1154US Water Filtration Single Cartridge System
- Professional installation by RATIONAL-certified technician (including water filtration system)
- Four hour Training by RATIONAL Certified Chef

Service requirements:

- Electrical: 37.4 kW (voltage to be verified prior to ordering)
- Water: ¾" N.P.T. Cold Water
- Drain: 2" Open Connection

Warranty:

- 2-year RATIONAL Warranty including parts, labor and travel
- 5-year Steam Generator Warranty
- Energy efficiency in accordance with ENERGY STAR tested and passed as published at www.energystar.gov

Additional requirements:

- Eligible bidder must visit installation site.

Dale County Schools

Bid Specifications for GW Long Combi Oven

Bid Date Opening: Jul 7, 2025 @ 2:00

- Successful bidder to deliver, uncrate, set in place, level and remove crating materials from site.
- Final connections by Others.

Submit with Bid

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, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being 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
Name**

PR/Award Number or Project

Name and Title of Authorized Representative

Signature(s)

Date

Submit with Bid

§ 200.318 General procurement standards – Code of Conduct

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity

agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity

of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Submit with Bid

**Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion,
(continued)**

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom 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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the

eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.

8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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 five 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.

Submit with Bid

Required Federal Provisions for Procurement in Child Nutrition Program

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback”

Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties

debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

(d) Buy American—

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

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

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

(2) Requirement.

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

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

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

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

(f) Cost reimbursable contracts—

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

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

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

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

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

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

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

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

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

(g) Geographic preference.

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

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

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(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Bid Proposal Form

The undersigned certifies signature authority is duly vested by business entity (Bidder) and the information provided herein is correct to the best of his/her knowledge.

Submitted by:

Signature

Date

Official Title

Legibly print full legal name (individual)

Business Entity's Legal Name

Federal ID No. or
Social Security No. (Sole Proprietor)

Business Entity's Trade Name (DBA)

Contact Information:

Street Address (Physical Address)

P.O. Box

City/State/Zip Code

City/State/Zip Code

() _____ Ext. _____

Business Telephone

() _____

Alternate Telephone

E-mail Address

Business Entity's Web Address