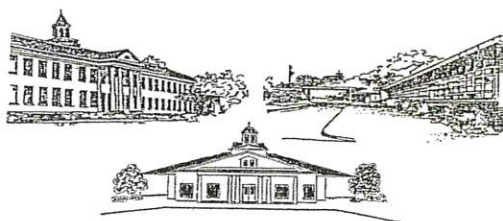


# Andalusia City Board of Education

## Board Members

Amy Dugger, President  
Sammy Glover, Vice President  
David Bryant  
Parrish King  
David McCalman



## Superintendent

Daniel Shakespeare

Posted: March 21, 2023

## INVITATION TO BID Cooler/Freezer Combo Bid

To Whom It May Concern:

The Andalusia City Board of Education is accepting sealed bids for a cooler/freezer combo. Your company is hereby invited to submit a Bid Quotation on the items and quantity, as described further in the written invitation and specifications. Please return the bid form pages with your official bid.

Sealed bids must be received at Andalusia City Board of Education, 1201 C. C. Baker Avenue, Andalusia, Alabama, 36421, prior to **10:00 a.m. CST on Tuesday, April 11, 2023**. Bids will be publicly opened at that time. Please mark the outside of the envelope on the lower left hand corner with **“Cooler/Freezer Combo Bid 2023-01, Andalusia Elementary School, Opening Date: April 11, 2023, 10am.”**

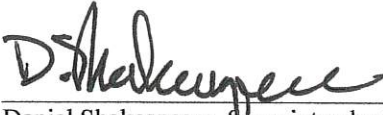
The low bid will be presented to the Andalusia City Board of Education at the next meeting for consideration and award. Notification will be provided to the successful low bidder only following board approval.

The Andalusia City Board of Education reserves the right to reject any and/or all bids, to waive technicalities or informalities; and to award the bid to other than the high bidder if cause can be documented, and in accordance with the requirements of Title 39 Code Of Alabama.

Questions may be addressed to:

Shan Burkhardt, CNP Director  
and/or  
Daniel Shakespeare, Superintendent  
Andalusia City Board of Education  
1201 C. C. Baker Avenue  
Andalusia, Alabama 36421

Phone: 334-222-3186



Daniel Shakespeare, Superintendent

The Andalusia City Schools System does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boys Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discriminatory policies: Lindsey Cross, Title IX and 504 Coordinator, 1201 C.C. Baker Ave., Andalusia, AL 36421, 334-222-3186, [crossl@andalusia.k12.al.us](mailto:crossl@andalusia.k12.al.us) and Jenifer Earnest, Federal Programs Coordinator, 1201 C.C. Baker Ave., Andalusia, AL 36421, 334-222-3186, [earnestj@andalusia.k12.al.us](mailto:earnestj@andalusia.k12.al.us)

March 21, 2023

TO: Prospective Bidders  
FROM: Shan Burkhardt  
CNP Director  
Andalusia City Schools

Ref: Cooler/Freezer Combo Bid 2023-01

The Andalusia City School's Child Nutrition Program invites you to bid on a Cooler/Freezer Combo to be delivered and installed at Andalusia Elementary School Cafeteria. Included you will find bid specifications of the desired Cooler/Freezer.

Sealed proposals will be received by the Andalusia City Schools Board of Education, 1201 C. C. Baker Avenue, Andalusia, AL 36421, until Tuesday, April 11, 2023, at 10:00 a.m., CST, at the above address, at which time they will be opened publicly and read. Electronic mail or facsimile bid submission will not be permitted. A Bid Proposal Form is attached for your use.

Sincerely,

Shan Burkhardt  
CNP Director, Andalusia City Schools

Cc: Dr. Daniel Shakespeare, Superintendent

GENERAL INFORMATION:

Below are instructions to bid on a Cooler/Freezer Combo for the Andalusia Elementary School Cafeteria at 1501 West Bypass, Andalusia, Alabama 36420:

1. Bids will be received until 10:00 a.m., CST, April 11, 2023 at the Andalusia City Board of Education, 1201 C. C. Baker Avenue, Andalusia, AL 36421, at which time they will be opened publicly and read.
2. The Andalusia City Board of Education reserves the right to reject any/or all bids; to waive all formalities in bidding; to waive technicalities; to be the sole judge of quality and equality of the several bid proposals; and to award the contract to the most desirable and responsible bidder for the item.
3. The brand name and merchandise identification numbers specified herein are for the purpose of establishing type and kind of merchandise and desired quality. It is not intended to exclude any company capable of bidding on comparable merchandise. Any and all substitutions of equipment brand name and merchandise identification numbers specified herein shall be submitted in writing for approval 10 days prior to the April 11, 2023 bid opening deadline. An item not pre-approved equal will not be considered. Specifications are not required if bidder bids the items as specified.
4. Contracts for purchase will be put into effect by means of a purchase order executed by the Andalusia City Board of Education. Vendor may expect payment within forty (40) days after delivery, installation, and inspection at the school cafeteria.
5. The right to delete any item on the basis of priority is expressly reserved by the Board of Education. The right to purchase additional items at the unit price is reserved by the Board of Education.

6. It is not the policy of the Board to purchase on the basis of low bid alone, but also to consider the level of quality and suitability to purpose, and it is to be understood that the purchaser reserves the right to determine such by whatever means as may be necessary.
7. Please use the Board's form for submitting your bid. Envelopes containing bids must be sealed and marked in the lower left hand corner with: **Cooler/Freezer Combo Bid 2023-01, Andalusia Elementary School, Opening Date: April 11, 2023, 10am.**
8. Prices, exclusive of all sales tax and other taxes as authorized by Alabama law, are to include shipping and installation at Andalusia Elementary School by June 30, 2023 prior to the start of the school year following award of bid as specified.
9. All prices are to remain firm for ninety (90) calendar days from day of bid opening.
10. **Applicable warranties, pictures, brochures, parts and maintenance manuals taking directly from the manufacturer shall accompany all bids.**
11. Should a bidder find discrepancies in or omissions from the bidding documents, or be in doubt as to their meaning, clarification should be requested by calling Mrs. Shan Burkhardt, Child Nutrition Director, at (334) 222-6379.

#### **PROPOSAL GUARANTY**

- (A) Each bid proposal must be accompanied by a certified check or bid bond made payable to Andalusia City Board of Education in the amount of 5% of the total bid as required by Alabama Law #S41-16-50. Certification concerning debarment, suspension, ineligibility form has been included with the invitation and must be completed and returned with the bid proposal.
- (B) Should the successful bidder to whom a bid award is made fail to accept the award under the terms and conditions of the bid specification within five (5) consecutive days after being given written

notice of the bid award, Andalusia City Board of Education may retain from the proposal guaranty if it be certified check, or recover from the principal of sureties if the guaranty be a bid bond, the difference between the amount of the bid award and the amount of the proposal of the next low bidder up to a maximum of Five Hundred Dollars (\$500.00). If no other bids are received, the full amount of the proposed guaranty may be so retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the Andalusia City Board of Education.

- (C) Upon acceptance of the bid award within the specified time period, the proposal guaranty will be returned to the bidder.

#### STANDARD CONTRACT CONDITIONS

- A. This contract shall be governed in all respects- as to validity, construction, capacity, performance or otherwise-by the laws of the State and the United States.
- B. Contractors providing service under the Invitation 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 (41 CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- E. 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.

- F. The contractor agrees to retain all books, records and other documents relative to this 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. Contractor 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 the Quote sheet, 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.

**ITEM SPECIFICATIONS**  
**INSIDE INSTALLATION**

**GENERAL:**

Walk-in cooler/freezer shall be constructed of pre-fabricated, precision-formed, modular panels designed for rapid field assembly. Walk-in freezer shall be manufactured and installed by the successful bidder.

**CONSTRUCTION PLANS AND INSTRUCTIONS:**

Walk-in cooler/freezer shall be supplied with a complete set of installation instructions and erection drawings. All panels shall have panel identification corresponding with erection drawings to facilitate rapid and accurate field erection.

**GUARANTEES:**

Walk-in cooler/freezer panels shall be guaranteed for a period of ten (10) years after final approval against poor workmanship and defective materials. Any defect within this period shall be corrected at no charge to Owner. Refrigeration system shall be guaranteed for parts and labor for a period of two (2) years with an additional pro-rated three (3) years for parts only on the compressor.

**CODES AND STANDARDS:**

- A. NSF Standards: Comply with applicable National Sanitation Foundation (NSF) Standard 7 construction and recommended criteria. Provide equipment with a NSF "Seal of Approval."
- B. UL Labels: Where available, provide UL labels on prime electrical components. Provide UL "recognized marking" on other items with electrical components, signifying listing by UL where available. Provide UL approval of door electrical circuit assembly.
- C. ASTM E-84: Comply with fire hazard classification ASTM E-84. Panels shall be supplied with a fire hazard classification in accordance with ASTM E84 as performed by Underwriters Laboratories. Panels shall be classified by Underwriters Laboratories as having a flame spread rating of 25 or less and a smoke rating of 450 or less.
- D. ASTM D-1929: Insulation shall be in compliance with ASTM D-1929 and D-3286 and shall provide a minimum self ignition temperature of 650 degrees F.

PRODUCTS:

- A. Furnish one (1) each walk-in cooler-freezer to be actual 17' 4 ½" x 18'3" x 8' 6"
- B. Walk-in is to comply with the US Energy Independence & Security Act.
- C. Interior wall finish to be minimum 26-gauge stucco embossed galvalume white. Exterior finish to be 26-gauge stucco white. Interior ceiling finish to be minimum 26-gauge white stucco embossed galvalume white. Exterior ceiling finish to be minimum 26-gauge stucco embossed galvalume. Interior floor finish to be a minimum #14 gauge smooth galvanized with NSF coved corners. Floor to be reinforced with foamed-in place Era anti-delamination support brackets. Plywood and substrate underlayment shall not be utilized based on the new DOE requirements for minimum R-Value for 4" thick floor panels. Floor to be designed to support rolling loads up to 1,000 lbs. per sq. ft. Floor to be covered vinyl flooring. Flooring to be provided by THGD, material and installation is the responsibility of THGD to schedule and to provide. Flooring will have 8" rubber cover base that will be capped off with stainless steel.
- D. Provide 48" high minimum .063 aluminum diamond-tread wainscot along exposed front. Provide treadplate cove base on bottom of the 17'4" front wall of walk in. Provide matching trim where cabinet abuts interior walls and matching closure panel to enclose the space between cabinet and outside ceiling. (1-17' 4" front side)
- E. All walk-in insulated panels shall consist of inner and outer metal pans, precision-formed on steel dies and equipped with cam action locking devices. Metal pans shall be stretcher leveled precision formed metal. Locking devices to be wrench activated precision cam locks spaced on centers not to exceed 46". All cam locks to be activated from cabinet interior. Insulation shall be 4" thick rigid, zero ozone depleting HFC 245-A blown Class 1 urethane foam classified according to UL723 (ASTM-E-84) as tested by Underwriters Laboratories.
- F. Panels shall be 100% urethane foam insulation exclusive of metal pans. Perimeter structure shall be formed of urethane insulation forming tongues and grooves to assure vapor-proof and air-tight joints. Insulation shall be foamed-in-place to bond to inner surfaces of metal pans having a thermal conductivity factor ("K") of not more than 0.133BTU/HR./Sq.ft./Degree F. /Inch. The overall coefficient of heat transfer factor ("U") shall not exceed .03 ("K" factor divided by panel).



- thickness). The resulting "R" value or minimum assigned insulation efficiency rating shall be 31 or greater. All panels (except corner panels) shall be 11-1/2", 23", 34-1/2", and 46" wide for easy rapid assembly as selected to conform to drawings. To ensure exact alignment and **maximum strength**, corner panels shall be exact 90-degree angles and measure 12" in each horizontal exterior dimension.
- G. Unit shall be fitted with two (2) 34" x 78" left swing out type hinged entrance doors. Doors shall be flush mounted, in-fitting type with 26-gauge stucco white galvalume on interior and exterior and are to be provided with lock and inside release. Provide Kason 1094 door closer on each door. Door shall be equipped with a one-piece perimeter NSF approved removable gasket. A magnetic core at top and sides shall provide positive seal. An adjustable wiper gasket shall be mounted along bottom of door. Each door frame shall be provided with (1) one Kason 1803 LED vapor proof light fixture and heavy gauge reinforced stainless steel threshold. Doors and door frames shall be listed by U.L. Standard hardware and shall be break-away type with cylinder lock and inside safety release handle so that doors can be opened from the inside even when locked. A positive action hydraulic door closer shall be included to ensure gentle closing action of door and ensure a positive seal. Provide each door with (3) each Kason 1346 adjustable/spring assisted chrome plated hinges. Hinges shall be cam-lift, self-closing type with door lift-off capability. Door frames shall be provided with a 2" diameter chrome plated dial thermometer with 6' lead, and heater wire around the full perimeter. Provide doors with .063 diamond treadplate interior/exterior kickplates, 48" high. Provide doors with #10 gauge stainless steel extended threshold. Provide doors with UL Switch – pilot light included.
- H. Cooler compartment to have two (2) LED, 4' long vapor-proof light fixtures. Freezer compartment to have two (2) interior LED, 4' long vapor-proof light fixtures, per compartment. Light fixtures are to be Kason model 1810LC LED. Lights are to be designed to operate properly in their respective moisture and temperature environments.
- I. Provide one KPC299LOP-208-230-60-3 phase, pre-assembled remote, to maintain a constant temperature of 36 degrees F. Provide with all standard features plus low ambient kit & steel outdoor unit housing. Unit must be a R-404A system. Provide matching evaporator 230-60-1.
- J. Provide one (1) each cooler condensing unit KPC99MOP-2E, 208-230

volt, 1 phase, 1 HP, pre-assembled remote, to maintain a constant temperature of 36 to 38 degrees F. Provide with all standard features

plus low ambient kit & outdoor unit housing. Unit must be an R-404A system. Provide matching evaporator 115-60-1.

- K. Condensing unit is to be provided with 18" high heavy gauge angle iron, all-welded, painted unit racks.
- L. Freezer door to have heater wires.

#### SUCCESSFUL BIDDER RESPONSIBILITIES:

- A. Remove old walk-in box, refrigeration system, trim and clean recess pit area. Provide dumpster to put old walk-in box and refrigeration parts in. Have it removed from job site.
- B. Install new walk-in cooler/freezer combo, all trim, closure panels, treadplate and lights.
- C. Box to be level and square, walk-in opens freely into kitchen without dragging on kitchen floor. Walk-in to be caulked where needed and all plug buttons installed.
- D. Provide all refrigeration installation as stated in specs plus drain lines. Do all electrical hookups and do all start-ups as stated in specs.
- E. Do all shelving installation.
- F. Walk-in to be delivered on dealer truck or delivered directly to job site on dedicated carrier. No freight line delivery to job site.
- G. Successful bidder will visit job site with factory rep, CNP director and Maintenance personnel to review drawing and have drawing signed off on for approval.

#### ANDALUSIA CITY RESPONSIBILITIES:

- A. Provide 2 disconnects with power – one for cooler, one for freezer
- B. Have Sprinkler heads removed before box tear out and replaced after install.

- C. After walk-in removal - any painting or mold removal where old walk-in was located to be scheduled in a timely manner, not to delay install of walk-in.

All bidders must schedule job visit 7 days prior to bid to view job site. This is to be scheduled ahead of time with CNP Director Shan Burkhardt ([burkhardts@andalusia.k12.al.us](mailto:burkhardts@andalusia.k12.al.us)). If you do not visit job site you cannot bid this project.

Successful bidder agrees to furnish his own insurance and shall not hold Andalusia City Board of Education and/or the work location liable for any accidents/incidents that might occur on this job. All safety measures shall be implemented by the contractor and safety and insurance regulations must be adhered.

Successful bidder will also be required to complete E-Verify documents in accordance with the Alabama Immigration Law Compliance Regulations. All E-Verify documents must be completed and on file at the Andalusia City School System before any payment can be made to successful bidder.

**Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its

performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly

allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include

in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

If applicable, contractor shall remain registered with the Central Contracting Registration Database throughout the duration of this project. In addition, Contractor shall comply with the Davis-Bacon Act for the payment of Wages to employees of the Contractors and Subcontractors. Certified Payrolls must be submitted weekly to ACSBOE.

### 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.
1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 Non-procurement List.
7. 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.

8. 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.

## **BID DOCUMENTS**

### **Contract Section**

**Print or Type all entries  
Return this section**

**U.S. DEPARTMENT OF AGRICULTURE**

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

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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.

Andalusia City Schools Board of Education

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Organization Name

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

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Signature(s)

**CONTRACT AGREEMENT**

We have carefully examined and fully understand the terms and conditions and related documents for installing a cooler/freezer combo at Andalusia Elementary School. I certify by my signature below that the costs quoted in this bid are correct and that I have authority to obligate the company to perform under the conditions outlined in this contract.

We propose to enter into a contract to furnish the cooler/freezer combo and so specified, at bid prices, and to deliver at the location specified by the Andalusia City Board of Education.

Company	Typed Name of Representative
Address	Representative Signature
City, State, Zip	Telephone Number
Date	

**PLEASE INDICATE YOUR EARLIEST POSSIBLE DELIVERY DATE: \_\_\_\_\_**

**Please mark envelope as follows: Cooler/Freezer Combo Bid 2023-01  
Andalusia Elementary School  
April 11, 2023 at 10:00 AM, CST**



**Andalusia City Board of Education  
BID #2023-01  
Cooler/Freezer Combo Bid 2023-01  
BID PROPOSAL FORM**

Date Bid Submitted: \_\_\_\_\_

Name of Firm Submitting Bid: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

A bid bond or acceptable substitute is enclosed.

Our bottom line bid for product is as follows:

**Price \$** \_\_\_\_\_

Manufacturer/Model Number \_\_\_\_\_

I certify by my signature that the costs quoted in this bid are correct.

Signature \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

**COOLER/FREEZER COMBO BID 2023-01**  
**Andalusia Elementary School**  
**April 11, 2023 – 10:00 AM, CST**

Bid requests mailed to:

Birmingham Restaurant Supply, Inc.  
c/o Brad Hornibrook  
2428 Sixth Ave. South  
Birmingham, AL 35233

Mobile Fixture  
c/o Josh Sessions  
1155 Montlimar Drive  
Mobile, AL 36609

Hotel and Restaurant Supply  
c/o Courtney Bates  
2200 John Hill Blvd  
Gulfport, MS 39501

**REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP  
PROGRAMS  
Updated May 30, 2018**

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—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards

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 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.

(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 C—Requirements for School Food Authority Participation §210.16 Food service management companies

(d) Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract

signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60day notification.

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.

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audio tape, American Sign Language, etc.) should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**Bid Instructions:**

**Invitation to Bid Form (Return this form completed)**

All information requested on the Invitation to Bid form must be completed. Incomplete and/or unsigned forms may be rejected. Special attention should be given to instructions and general conditions and definitions.

**Contract Agreement Bid Sheet: Return this form completed)**

Completed and signed

**Debarment Certification Form: (Return this form completed)**

Completed and signed

**Required Federal Provisions Sheet: (Return this form completed)**

Completed and signed

**Andalusia City Schools  
Child Nutrition  
Bid number 2023-01  
Cooler Freezer Bid for Andalusia Elementary  
Addendum 01**

The preferred manufacturer is Kolpak/Bally or a pre-approved equal. All pre approved equal requests are due to Shan Burkhardt by April 4, 2023. If pre approved equal request is approved, an addendum will be sent out to all bidders.

Thank you –  
Shan Burkhardt