



**BESSEMER CITY
SCHOOLS**
Teaching Effectively, Leading Successfully

1621 5TH Avenue North
Post Office Box 1230
Bessemer, Alabama 35021
Phone: (205) 432-3000 Fax: (205) 432-3085

SUPERINTENDENT
Dana Arreola, Ed.D.

BOARD MEMBERS
Lee Jones, President
Terry Dawson, Vice-President
Samuel Morris
Renna Scott
Remeka Thompson
Margie Varner
Anthony Williams

March 21, 2024

Bid # Jonesboro WF 23-39 AMENDED

Request Sealed bids for Jonesboro Elementary School Add on Walk-in Freezer has been extended until:

12:00 P.M. (noon) April 10, 2024

Sealed bids for the Jonesboro Elementary Add on Walk In Freezer for the Bessemer Board of Education will be accepted at its Central Office, 1621 Fifth Avenue North, Bessemer, Alabama until 12:00 P.M. (noon) April 10, 2024. The bids will be opened and read publicly on April 11, 2024 at 5:30 P.M.

It is the responsibility of the prospective bidder to make certain that the bids are received in the Finance Department before the scheduled bid opening. Any bids received after the designated date and time, will not be considered.

Under the Alabama Bid Law it is required for any contract exceeding \$10,000 that the bidder submit with his bid a certified check, a cashier's check, or a bid bond payable to the Bessemer Board of Education in an amount (subject to a maximum of \$10,000) equal to five percent (5%) of the bid. Original Bid Bond must be received with bid; copies are not acceptable. All bids must comply with the State Bid Law.

The bid will be awarded on a bottom-line item basis. Bid awards will be approved by the Board of Education at their next meeting after bid opening date.

The Bessemer Board of Education expressly reserves the right to reject any or all bids and to wave all formalities in awarding this bid to the lowest responsible bidder.

Two copies of the Bid Document are included. Please return one with your bid and keep the other one for your reference. **ENVELOPE SHOULD BE PLAINLY MARKED "PROPOSAL" WITH DATE AND TIME OF OPENING.**

Advise your accounts receivable department to send all statements to the attention of Margaret New, Bessemer Board of Education, 1621 Fifth Avenue North, Bessemer, Alabama 35020. Bills will be paid monthly unless an unexpected delay in receiving funds from the Alabama State Department of Education is experienced.

If you have any questions, please contact Margaret New, Bookkeeper, Child Nutrition Program at (205) 432-3022.

**BESSEMER CITY SCHOOLS
CHILD NUTRITION PROGRAM
BID CHECK LIST**

_____ BID SECTION I (PG 3)

_____ CERTIFICATE OF NON-COLLUSION (Attachment 1)

_____ NON-COLLUSION AFFIDAVIT (ATTACHMENT 2)

_____ CERTIFICATION OF ELIGIBILITY (ATTACHMENT 3)

_____ CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS
(ATTACHMENT 4)

_____ VENDOR GUIDELINES (ATTACHMENT 5)

_____ NON-SMOKING (ATTACHMENT 6)

_____ DRUG-FREE (ATTACHMENT 7)

_____ AFFIDAVIT E-VERIFY PROGRAM

_____ VENDOR'S RESPONSIBILITY BID BOND (ATTACHMENT 9)

ALL OF THE ABOVE ITEMS **MUST** ACCOMPANY RETURNED BID.

Contract Section I

Date Proposal Issued: _____

Date Submitted: _____

Name of Firm Submitting Bid Proposal: _____

Mailing Address: _____

Telephone: () _____

SPECIAL INSTRUCTIONS:

1. Bid bond amount \$ _____ (if applicable)

OUR BOTTOM LINE ITEM BID FOR SERVICES IS AS FOLLOWS:

REQUIREMENTS:

See scope of work specifications

Addendums Numbered _____ through _____ were received prior to my signing this proposal document.

I certify by my signature that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in this contract.

Signature _____

Print of Type Name _____

Title and Telephone Number _____

**WALKIN FREEZER SPECIFICATIONS
JONESBORO ELEMENTARY
CHILD NUTRITION DEPARTMENT**

I. Intent of Bid

- A. The intent of this bid is to establish a contract between the Bessemer City Board of Education and bidder for the furnishing of items as described herein.**

II. Qualifications of Bidders

- A. Bids will be accepted only from firms engaged on a full time basis in the motor home/bus renovation business and must be the manufacturer or the manufacturers authorized dealer.**
- B. Successful bidder must guarantee all items to be free from defects in materials and workmanship. Bidder must agree to replace and/or repair defective material, upon request.**

III. Products Quoted

- A. All items quoted shall be new and shall meet the specifications as written. All items shall be new, currently produced, and packed in manufacturers original containers. Used, rebuilt or reconditioned equipment will not be considered.**
- B. Bidders shall describe each item quoted by brand name and model number if applicable. Failure to provide specification sheets for all items quoted may be cause for rejection of your proposal.**

IV. Method of Award and Delivery

- A. Bid will be awarded on a lump sum basis or individual item basis, whichever the Board deems necessary.**
- B. Successful bidder shall deliver all items ordered after receipt of purchase order within the agreed upon time.**

V. Terms of Payment

- A. While it is the intent of the Bessemer City Board of Education, Child Nutrition Department to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to, as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a discrepancy result regarding quality, terms, etc., the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and /or certified copies of an original, should a copy be the only thing available. If a copy is used, certification must state "true, correct, and unpaid original invoice", and signed by an official of the company.**

Bessemer City
Jonesboro Elementary School
WALKIN FREEZER SPECIFICATIONS
OUTSIDE INSTALLATION

GENERAL:

- A. Walk-in 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 Kolpak.

CONSTRUCTION PLANS AND INSTRUCTIONS:

- A. Walk-in 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:

- A. Walk-in 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

PRODUCTS:

- A. Furnish one (1) each walk-in freezer to be actual 8' 8 1/2" x 25'.0" x 8'6"
- B. Walk-in freezer 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 1/8" diamond treadplate foamed-in-place 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
- D. Provide treadplate cove base along all exposed areas of cabinet. Provide trim where cabinet abuts interior walls. Trim to be .063 treadplate.
- 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 one 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 stainless steel thresholds. Provide doors with UL Switch – pilot light included. Door with weather proof switch. 48" treadplate will be provided on exterior front. Provide door with Kason 27C brushed chrome handle.

- H. Freezer compartment to have four (4) interior LED, 4' long vapor-proof light fixtures. 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 two (2) KPC199LZOP 208/230/60 3 phase, Pre-assembled remote, to maintain a constant temperature of -5 to -10 degrees F. Provide with all standard feature plus low ambient kit & steel outdoor unit housing. Unit must be a R-404A system. Provide two (2) matching evaporator 208-230-60-1 with electric defrost.
- J. Condensing units are to be provided with two (2) 18" high heavy gauge angle iron, all-welded, painted unit rack.
- K. Freezer door will be supplied with a heater wire in frame header and threshold off the door

KOLPAK RESPONSIBILITIES: Installed by Kolpak

- A. Kolpak is responsible for delivering and installing cabinet, trim, and enclosure and for reinstalling refrigeration systems and electrical, startup and checking all pressures, and pull down of units to above stated operating temperatures. Kolpak is to maintain an onsite temperature check for 2 hours after startup with a pressure gauge check at the end of this time and is to also inspect and pressure gauge check the unit the next day.
- B. All refrigerant lines shall be extended in a neat and orderly manner. All copper tubing shall be securely supported with clamps and Unistrut. All copper tubing shall be refrigerant grade A.C.R. Type "L" hard copper attached with forged or wrought copper fittings. Silver solder and/or Sil-Fos shall be used to join all refrigerant piping. Soft solder is not acceptable. Conduit, wiring and refrigerant lines will be concealed. Matching hat channels.
- C. Hard copper line sets are to be installed in accordance with acceptable refrigeration practices including utilization of all necessary line traps and line grading to maximize the flow of oil and refrigerant and/or condensate throughout the system.
- D. All refrigerant piping to be pressure tested with nitrogen at 300 psi. After the condensing unit and coil has been connected, the balance of the system shall be leak tested with all valves open. The complete system shall be evacuated with a vacuum pump. Charge, test, and adjust each unit to make it operational. Suction line shall be wrapped with ½" wall Armaflex.

- E. Drain line piping shall be A.C.R. Type "L" hard copper, properly graded and trapped outside of the compartments.
- F. Kolpak is responsible for all the electrical between the electrical disconnect and all the points of connection including control wiring. All electrical conduit is to be of lock-tite type or field foamed-in-place.
- G. Kolpak is to make mandatory onsite visit prior to Owner performing any work related to this project to assure proper coordination of job sequence. Kolpak is to make an onsite visit after Owner work is completed and prior to walk-in delivery to assure all dimensions are correct and as planned for and that all mechanical and electrical work to be performed by the Owner are correct and complete for the uninterrupted completion and integrity of the project.
- H. All units will be on the ground outside. Freezer units on two (2) 18" high racks supplied by Kolpak.
- I. Install new shelving.
- J. Provide membrane roof cap and trim to existing freezer.

Bidders will be provided construction pricing which will be part of their bid package. Construction pricing will be a lock and key quote. Contractor will coordinate with successful bidder on construction work, delivery and installation of walk-in. Successful bidder will install shelving.

**BESSEMER CITY SCHOOLS
JONESBORO ELEMENTARY
SHELVING SPECIFICATIONS**

ITEM 1 - SHELVING UNIT, PLASTIC WITH POLY EXTERIOR STEEL POSTS (2 REQ'D)

Cambro Model CPU244872V4480 Dimensions: 72(h) x 48(w) x 24(d)

Camshelving® Premium Starter Unit, 24"W x 48"L x 72"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with Camguard™ antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF.

- 8 ea. Model CPA244872V4480 Camshelving® Premium Add-On Unit, 24"W x 48"L x 72"H**, 4-tier, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with Camguard™ antimicrobial protection, (1) pre-assembled post kit (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF (ships in 2 cartons).
- 2 ea. Model CPA245472V4480 Camshelving® Premium Add-On Unit, 24"W x 54"L x 72"H**, 4-tier, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with Camguard™ antimicrobial protection, (1) pre-assembled post kit (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF (ships in 2 cartons).
- 1 kit. Model CPSK2448V4480 Camshelving® Premium Shelf Plate Kit, 24"W x 48"L**, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: (4) vented reinforced polypropylene shelf plates with Camguard™ antimicrobial protection & (8) traverses, speckled gray, NSF listed components.
- 2 set. Model CPCC8480 Camshelving® Premium Corner Connector Set**, left & right, speckled gray (8 sets).
- 10 ea. Model CPDS24H6480 Camshelving® Premium Dunnage Support, 24"D x 7-1/2"H**, low, recommended for units 54" or longer with weight loads over 600 lbs., speckled gray, NSF.

BESSEMER CITY SCHOOLS
CHILD NUTRITION PROGRAM
1621 5TH AVENUE NORTH
BESSEMER, ALABAMA 35020

School Address:

Jonesboro Elementary Cafeteria
125 Owen Avenue
Bessemer, AL 35020

Manager: Shankecia Watts
205-432-3412

Contact Person:
Margaret New
205-432-3022

CERTIFICATE OF NON-COLLUSION

State of _____ : Contract/Bid Number: _____

County of _____ •

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices (s) and the amount of bid.

THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE:

- This bid is the result of independent consideration and no other bidder or competitor has been involved.
 - The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor.
 - There has not been nor will there be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process.
 - The signee certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signee of violations occur.
 - _____, its affiliates, subsidiaries, officers, directors, and _____
- (Named Firm)

employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

NON-COLLUSION AFFIDAVIT

I state that _____ understands and
(Name of Firm)
acknowledges that the above representations are important, and will be relied on by the
Bessemer Board of Education. In awarding the contract(s) for which this bid is
submitted. I understand and my firm understands that any misstatement in this
affidavit is and shall be treated as fraudulent concealment from the
Bessemer Board of Education of the true facts relating to submission for this
contract.

(Name)

(Company)

SWORN TO AND SUBSDR1BED BEFORE ME THIS _____
DAY OF _____, 2024

Notary Public

ATTACHMENT 3

CERTIFICATION OF ELIGIBILITY

The prospective bidder 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.

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the Bessemer Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME: _____

A D D R E S S : _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

Authorized Signature

Title

Date

VENDOR GUIDELINES FOR WORKING IN AND DELIVERING TO BESSEMER CITY SCHOOLS

1. **NO** weapons on school grounds.
2. **NO** illegal substances on school grounds.
3. **NO** smoking on school grounds.
4. Visible identification required at all times.
5. **NO** contact or communication with students.
6. Appropriate language used at all times.
7. Advance notice must be given for after hour work, including areas to which access is needed.

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

SMOKING AND THE USE OF TOBACCO PRODUCTS
ON SCHOOL PROPERTY

To promote the welfare of the young people entrusted to its care and in recognition of the acknowledged harmful effects of cigarettes and other tobacco products both to the smoker and those around him/her, the Board prohibits smoking and the use of other tobacco products in all buildings of the Board at all times.

Smoking and the use of other tobacco products are prohibited on the grounds of all Bessemer Board of Education facilities at any time.

The policy applies to students, employees of the Board, and to visitors on the property of the Bessemer schools. Smoking and tobacco usage policies and sanctions, which are a part of the Code of Student Conduct, are extensions of this policy and are not limited by its scope. Employees in violation of this policy will be reprimanded.

LEGAL REF.: Code of Alabama § 16-1-30; Alabama Administrative Code, 290-030010-06,
Regulations Governing Public, Non-Public Accredited and Non-Accredited Schools

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

Drug-Free Workplace

It is the policy of the Bessemer Board of Education that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined by 21 U.S.C. § 812) or alcohol in the Board's workplace is prohibited. Any employee on school premises or as part of school activities or school sanctioned activities who unlawfully manufactures, distributes, dispenses, possesses, or uses or who is under the influence of drugs or other controlled substances, for which the employee has no prescription from a duly licensed physician, is subject to disciplinary action up to termination or cancellation of contract. No employee, who is impaired by any illegal drug or by alcohol, will report for work, will work, or be present in the workplace. Employees who are so impaired or who possess, use or distribute illegal drugs or alcohol in the workplace are subject to the disciplinary procedures of the Board, including possible dismissal.

"Workplace" means any vehicle, office, building, classroom, or property (including parking lots) owned or operated by the Board or any other site at which an employee is to perform work for the employer. An "employee" of the Board is any individual receiving remuneration for services rendered. "Possess" means to be contained either on an employee's person or in an employee's motor vehicle, tools or areas entrusted to the control of the employee. "Impaired" means under the influence of an illegal drug or of alcohol such that the employee is unable to perform his/her assigned tasks properly.

"Designated employee" shall include employees subject to the provisions of 49 C.F.R. Part 40 of the Omnibus Transportation Employees Testing Act of 1991. Designated employees shall include those persons applying for or holding positions requiring a commercial driver license (CDL) and/or sensitive transportation related and maintenance positions.

Any employee with information of the possession, use or distribution of illicit drugs or alcohol on school premises or as part of any school or school sanctioned activity is required to report such information to the Principal, Superintendent, or other appropriate school authority.

The immediate supervisor is to be notified by the employee of any criminal drug or alcohol statute conviction (including driving under the influence of alcohol or drugs — DUI) within five (5) days of the conviction. Upon learning of such conviction, each supervisor shall immediately notify the Superintendent of a drug or alcohol status conviction of any employee.

Any employee who violates this prohibition will be: 1) required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program and/or 2) subject to appropriate personnel action, which may include but is not limited to reprimand, suspension with or without pay, and/or termination.

It is the policy of the Board to maintain a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and make available information pertaining to drug counseling, rehabilitation, and employee assistance programs.

All employees will receive a copy of the Drug-Free Workplace Policy and one shall be posted in a prominent place in each building owned or operated by the Board. This policy applies to all employees as a condition of employment and all must abide by the terms of this policy.

LEGAL REF.: Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F; Code of Alabama § 16-1-14, 16-1-24.1

Drug-Free Workplace

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

ATTACHMENT 9

Compliance with Bonding Requirements: Under the Alabama Bid Law it is required for any contract exceeding \$10,000.00, that the bidder submit with his bid, either a certified check, a cashier's check, or a bid bond payable to the Bessemer Board of Education in an amount (subject to a maximum of \$10,000.00 equal to five percent (5%) of the bid). All bids must comply with the State Bid Law. The successful bidder may be required to furnish a performance bond in the amount of 100% and not less than 50% of the contract price.

The amount of bid bond or check that is being enclosed is \$ _____

Bonding Company: _____

Authorized Signature

Title

Date

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 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

GENERAL INFORMATION- REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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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