



JENNIFER BOYD
SUPERINTENDENT

LANETT CITY SCHOOLS

105 NORTH LANIER AVENUE
LANETT, ALABAMA 36863
TELEPHONE: 334-644-5900
FAX: 334-644-5996

BOARD OF EDUCATION

CHAIRMAN
GWEN HARRIS-BROOKS

VICE CHAIRMAN
TONY EDMONDSON

MEMBERS
DAVID GAGNON
GAIL HOLLEY
KATIE WALTON

INVITATION FOR BID

Bid Description: W.O. Lance Elementary-Serving Line Equipment

Bid Number: 01-CNP23

Submission Procedures: The bid must be received at Lanett City Schools Board of Education, Attention: Julianne Ponder, CNP Director, 105 North Lanier Avenue, Lanett, Alabama, 36863 no later than the date and time indicated below. Each bid must be submitted in a sealed envelope with the **company name, opening date & time, and bid number clearly printed on the outside of the envelope**. Any bid received after the designated bid opening time/date, will be deemed late and not be considered by Lanett City Schools Board of Education. **Faxed or emailed bids will not be accepted.**

Prices Quoted: Lanett City Schools Board of Education is tax exempt from all tax. All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes. Tax exemption documentation will be furnished upon request.

Mandatory Pre Bid: December, 15, 2022 at 2:00 PM eastern standard time
Conference

Bid Opening Location: Lanett City Schools Board of Education, 105 North Lanier Avenue, Lanett, AL, 36863

Bid Opening Time: January 4, 2023 at 11:00 AM eastern standard time

Award: Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. Lanett City Schools Board of Education reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one Vendor, to accept portions of the bid from several Vendors, or to reject all bids submitted. The District reserves the right to award by line item to more than one Vendor.

Contract Period: Refer to attached specs

Bid Questions: For questions regarding the bid, contact Julianne Ponder, CNP Director, at jponder@lanettcityschools.org.

VENDOR/CONTRACTOR DATA SHEET

SUBMITTED BY (SIGNATURE) _____

COMPANY OR BUSINESS NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

TAXPAYER ID NUMBER(S) _____

CONTRACT ADMINISTRATOR INFORMATION

NAME _____

TITLE _____

ADDRESS _____

CITY/STATE/ZIPCODE _____

PHONE _____

FAX _____

EMAIL _____

Is the Company a minority or woman owned company? Yes _____ No _____

REMITTANCE ADDRESS AND CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

ADDRESS _____

CITY/STATE/ZIPCODE _____

PHONE _____

FAX _____

CONTACT _____

PROPOSAL CHECKLIST

- 1. VENDOR/CONTRACTOR DATA SHEET (PAGE 2)**
- 2. SUBSTITUTION REQUEST FORM **if applicable** (PAGE 11)**
- 3. BID SHEET (PAGE 12)**
- 4. DEBARMENT CERTIFICATION (PAGE 13)**
- 5. E-VERIFY MOU (PAGE 15)**
- 6. AL IMMIGRATION COMPLIANCE CONTRACTOR (PAGE 16)**
- 7. AL IMMIGRATION COMPLIANCE SUBCONTRACTOR **if applicable (PAGE 17)**
- 8. REQUIRED FEDERAL PROVISIONS (PAGE 21)**

GENERAL TERMS AND CONDITIONS

These are General Terms and Conditions that accompany each bid packet. Should the General Terms and Conditions be in conflict with any Special Terms and Conditions, the Special Terms and Conditions will prevail. ***BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS, AND INSTRUCTIONS FOR FUTURE REFERENCE.***

1. PREPARATION OF BIDS

- 1.1. Vendors are instructed to carefully read all terms, conditions and specifications set forth in the Invitation for Bid (IFB). Bid forms must be completed in their entirety on the forms furnished with this IFB.
- 1.2. All communications concerning this IFB should be submitted in writing to Julianne Ponder, CNP Director. Email to jponder@lanettcityschools.org is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written will be binding upon Lanett City Schools Board of Education (BOE).
- 1.3. All bids must be typed or neatly handwritten. No erasures are permitted. Any correction made on the bid form (white out or strike through) must be initialed in ink by the authorized representative of the company submitting the bid or the bid may be rejected.
- 1.4. All bids must be signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- 1.5. Vendors must attend mandatory pre bid conference.

2. SUBMISSION OF BIDS

- 2.1. Each bid must be submitted in a sealed envelope with the **company name, opening date and time, and bid number 01-CNP23 clearly printed on the outside of the envelope.**
- 2.2. Sealed bids must be received at Lanett City Schools Board of Education, Attention: Julianne Ponder, CNP Director, 105 North Lanier Avenue, Lanett, Alabama, 36863 no later than **January 4, 2023 at 11:00 AM eastern standard time.** Bids that are mailed must be done in ample time to assure delivery prior to the bid opening date and time.
- 2.3. Bids delivered in Federal Express, UPS, or any such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.

- 2.4. Bids will be publicly opened at the time and place set forth in the IFB.
- 2.5. Any bid received after the designated time, will be deemed late and will not be considered by Lanett City Schools BOE.
- 2.6. **Faxed or emailed bids will not be accepted.**

3. **SPECIFICATIONS**

- 3.1. For Goods: Manufacturer's listed as "Model Equivalence" in the IFB are to establish the general quality required. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but it is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- 3.2. All bids received shall guarantee items bid meet or exceed specifications listed. Any deviations from the specifications must be clearly identified. **If quoting other than specified, pictures, description, and specifications must accompany all bids.** Bidder shall specify make and model quoted. The Lanett City BOE will be the sole determiner as to whether the substituted items are of equal or better specification.
- 3.3. A Vendor's failure to deliver any items according to the specifications set forth in this bid may result in cancellation of the purchase.
- 3.4. Specifications are written as if in full detail. If there is an error in the description or specifications contained in the IFB, Lanett City BOE reserves the right to notify each of the Vendors separate from the IFB of such specification or description change and may require all bids to be in compliance with such modification. In the case of an error in the specifications or description, Lanett City BOE reserves the right to cancel the IFB and rebid.
- 3.5. All materials, equipment, etc., shall be new and of kind specified, and shall be in undamaged condition when turned over to the owner. Vendor shall be responsible for making any claims for items received damaged during shipment.
- 3.6. For Food: School Nutrition programs are required to "Buy American" (7 CFR 210.21), when purchasing domestic commodity or product with federal funds to the maximum extent practicable. If the domestic commodity or product is unavailable, the distributor shall promptly notify the Child Nutrition Department which will then determine the best alternative product for the District.
 - 3.6.1. Domestic commodity or produce means: 1) an agricultural commodity that is produced in the U.S. and 2) a food product that is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (substantially is defined as: over 51 percent of the final processed product consists of agricultural commodities grown domestically.)

4. PRICES QUOTED

- 4.1. All bid quotes MUST remain firm for the requested contract term. If prices need to be increased due to market volatility, then Lanett City Schools BOE reserves the right to award to the next lowest Bidder if that company is able to hold prices firm at their original bid price, or rebid the item(s).
- 4.2. For Goods: Bid pricing will include all equipment, material, and services necessary for furnishing and installing all new equipment herein specified, unless otherwise noted, and removing old existing equipment if requested.
- 4.3. Bid pricing must include any and all delivery charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
- 4.4. Quantities/amounts noted in the IFB are estimates. Bidders are advised that the actual number purchased/required may vary from those in the IFB, depending upon the needs of the District and the availability of funds.

5. BACKORDERS

- 5.1. Items temporarily out of stock shall be a minimum. When this occurs, the purchasing authority shall be notified, as early as possible, in writing. Excessive backorders will be grounds for contract termination.

6. AWARDS

- 6.1. The Lanett City Schools BOE reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by line item from different companies that result in the low bid.
- 6.2. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. This is the Vendor who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the IFB, and who is clearly capable of delivering the product or services specified. Bidders will be responsible for furnishing all product requirements requested on the bid to the school specified on the purchase order.
- 6.3. Lanett City Schools BOE reserves the right to negotiate a lower price than the bid award price on any line item with the successful Vendor, should the required quantity significantly exceed those on the IFB. If the District is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved.
- 6.4. If after the award there is a decrease in the price of a product from the manufacturer, or a rebate, the successful Vendor will pass that price decrease and/or rebate on to the District.

7. TERMINATION

- 7.1. This contract shall be in effect for twelve (12) months from the date of award with the option of renewal for an additional 12 month period upon agreement of the Vendor and Lanett City Schools BOE, unless canceled for justifiable reasons by Lanett City Schools BOE or the Vendor. Notwithstanding any other provision of this agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled upon termination.
- 7.2. Immediate termination: This Contract will terminate immediately and absolutely if the Child Nutrition Director determines that adequate funds are not available such that the Child Nutrition Program cannot fulfill its obligations under the Contract, which determination is at the CNP Director's sole discretion and shall be conclusive.
- 7.3. Termination for Cause or Convenience: The Contract, in whole or in part, may be canceled by either party for cause or convenience with sixty (60) days written notice without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided to Lanett City Schools under the Contract up to and including the termination date. Lanett City Schools may terminate the Contract for non performance, as determined by the District for such causes as:
 - 7.3.1. Failing to keep or perform, or violation of any of the conditions, requirements, or agreements contained in the contract.
 - 7.3.2. Lanett City Schools BOE determines that the actions, or failure to act, of the Contractor, its agents, employees, or Subcontractors have caused, or reasonably could cause life, health, or safety to be jeopardized.
 - 7.3.3. The Contractor fails to comply with confidentiality laws or provisions.
 - 7.3.4. The Contractor furnished any statement, representation, or certification in connection with the contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
 - 7.3.5. Contractor's Termination Duties: Upon receipt of termination or upon request of Lanett City Schools BOE, the contractor shall cease work under the Contract and take all necessary appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including but not limited to results accomplished, conclusions resulting therefrom, and any other matters the BOE may require.
- 7.4. Force Majeure: Any of the following such occurrence(s) shall be referred to as force majeure: war, riot, acts of public enemies, or other disorders, strike or labor

of other work stoppage, fire, flood, natural disasters, epidemics, pandemics, Acts of God, or any other act not within the control of the party whose performance is interfered with or material shortage is a result of, and which, by reasonable diligence, such party is unable to prevent. In the event of Force Majeure the vendor will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the vendor and Lanett City Schools BOE. Neither party shall be responsible for any losses resulting from failure to perform any terms or conditions of the contract, except for payment of monies owed, if the party's failure to perform is attributable to circumstances beyond the reasonable control.

8. INVOICING & PAYMENTS

- 8.1. The successful Vendor will be required to supply an original invoice and, if applicable, to reference all invoices to the purchase order to which they pertain.
- 8.2. Payment terms are net thirty (30) days upon the satisfactory delivery and submission of an acceptable invoice.
- 8.3. No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the District's authorized representative.
- 8.4. Purchases by the District are not subject to Federal Excise Tax or State and Local Tax. Tax exemption documentation will be provided upon request.

9. SPECIAL TERMS & CONDITIONS

- 9.1. Bidders should make a site visit to the designated school to familiarize themselves with existing conditions. Schedule visit with Julianne Ponder, CNP Director (jponder@lanettcityschools.org).
- 9.2. Lanett City BOE reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- 9.3. Lanett City BOE assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
- 9.4. All prices are to be FOB destination.
- 9.5. **Installation should be done at a designated time to not interfere with meal services. Successful bidder should coordinate with the CNP Director to schedule delivery and installation during non-service times and to allow for other trades to complete any necessary work.**

- 9.6. Demonstration and start up check of equipment by Manufacturer's Rep required once installation is complete.

10. WARRANTIES

- 10.1. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. Additional guarantees may be noted in product specifications. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proven to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.
- 10.2. The successful bidder will provide copies of applicable warranty documents to the Child Nutrition Program Director or authorized representative.

11. MANUFACTURER'S NAME AND SUBSTITUTIONS

- 11.1. It is the intent of the specifications to establish a quality and performance standard for the equipment to be purchased. Reference to brand name and/or model numbers does not exclude bids from others as long as quality standards are met.
- 11.2. IF APPLICABLE- Bidders requesting substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitutions will require changes in mechanical or electrical or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.
- 11.3. In addition, a request for substitution must be accompanied by the manufacturer's specifications and a "Substitution Request Form" which provides the Lanett City Schools BOE with a detailed description of the manner of which proposed substitutions conforms and/or varies from the item specified. No request for substitution will be considered without an accompanying "Substitution Request Form".
- 11.4. If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitutions Request Form", the Contractor shall, at the discretion of the BOE, bring the equipment into compliance with the specifications at his own cost. In consideration of the job stage at the time of final inspection, the Contractor shall take no more than 10 working days to make this replacement.

- 11.5. No request for substitution will be considered after ten (10) days prior to Bid Opening Date, except in instances where the item is no longer available.

12. DRUG/ALCOHOL/TOBACCO FREE WORKPLACE

- 12.1. Contractor and all Subcontractors, if any, shall not be in possession of or use of controlled substances or marijuana during the performance of this Contract. Contractor, and all Subcontractors, if any, shall adhere to all Lanett City Schools BOE district policies which prohibit the use of any alcohol or tobacco products while on school premises.
- 12.2. Contractor or Subcontractor may be suspended, terminated, or debarred if it violates these policies while on school premises.

13. CONTRACTING WITH SMALL & MINORITY FIRMS- 2 CFR 200.321

- 13.1. It is the intent of the District to provide maximum practicable opportunities in its solicitation to small businesses, minority firms, women's enterprises, and labor surplus area firms.

14. GENERAL CONTRACT CONDITIONS

- 14.1. This contract shall be governed in all aspects as to jurisdiction, validity, construction, capacity, performance, and otherwise by the laws of the State of Alabama and the United States. Contractor shall comply with applicable Federal, state, and local law regulations. The state of Alabama has legal jurisdiction.
- 14.2. The vendor agrees to retain all records and other documents relative to this agreement for three (3) years after the end of the contract year. The school, school food authority, 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 an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- 14.3. By signing this document, the vendor certifies that this bid is made without prior understanding agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The vendor certifies that collusive bidding is a violation of Federal law and can result in fines, prison sentences and civil damage awards.

**LANETT CITY BOARD OF EDUCATION
SUBSTITUTION REQUEST FORM**

VENDOR NAME _____ BID # _____

BID NAME _____

ITEM # _____

ITEM DESCRIPTION _____

REQUESTED SUBSTITUTE _____

HOW IS SUBSTITUTE SIMILAR? _____

HOW IS SUBSTITUTE DIFFERENT? _____

****MANUFACTURER'S SPECS MUST BE INCLUDED****

APPROVAL DATE

APPROVED BY

BID SHEET

BID # 01-CNP23 Serving Line Equipment

January 4, 2023

We, the undersigned, propose to furnish and deliver all of the deliverables and/or services named in the attached Invitation for Bid (IFB) for the price(s) quoted. We further agree to deliver goods and services that meet or exceed the specifications described herein at the price(s) quoted.

We further agree to strictly abide by all specifications and terms and conditions contained in the IFB. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this proposal constitutes an offer, which if accepted by Lanett City Schools Board of Education (BOE), and subject to terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the BOE.

It is understood and agreed that we have read the BOE's specifications shown or referenced in the IFB and that this proposal is made in accordance with the provisions of such specifications. By our written signature, we guarantee and certify that all items included in the bid/proposal meet or exceed all such specifications.

W.O. LANCE ELEMENTARY SCHOOL

SERVING LINE EQUIPMENT

TOTAL EXTENDED PRICE \$ _____

IF NO BID, STATE REASON: _____

Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Project Name (IFB #)

Name of Authorized Representative(please print)

Title

Signature

Date

Debarment Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when 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.
3. 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.
4. 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.
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 Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the Local Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you 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. Accordingly, please provide your Affidavit of Immigration Compliance with the attached E-Verify Memorandum of Understanding. If you do not believe these obligations apply to you, please notify the Board immediately.

Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

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 I9 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 and 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 the 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 COMPLIANCE CONTRACT.

**Alabama immigration Law Compliance Contract Notice Acknowledged and Agreed by
Contractor whose name appears below:**

Contractor Officer or Owner Signature / Date

Print Name / Title / Company

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A CONTRACTOR OR GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama

Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9 (c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements. PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D-Post Federal Award Requirement. §200.321 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (iv) Establishing delivery schedules, where they requirement permits, which encourage participation by small and minority businesses, and women's enterprises;
 - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(i) through (v) of this section.

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, 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, 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 conditional 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 exclusion 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 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 § 200.323
- (K) See § 200.216
- (L) See § 200.322

[78 FR 78608, Dec.26, 2013, as amended at 79 FR 7588, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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 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 60-day 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-

- (a) An agricultural commodity that is produced in the United States; and
- (b) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

(a) **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.

(b) **Limitations.** Paragraph (d)(2)(i) of this section shall apply only to-

- (i) A school food authority located in the contiguous United States; and
- (ii) A purchase of domestic commodities or products for the school lunch program under this part.

(3) **Applicability to Hawaii.** Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under this part.

(e) **Restrictions on the sale of milk.** A school food authority participating in the Program, or any person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in § 210.10(d)(4) of this chapter) at any time or in any place on school premises or at any school-sponsored event.

(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:

(a) 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;

(b)

(i) 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

(ii) 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;

(c) 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;

(i) 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;

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

(d) 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 authorities 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.

[53 FR 29147, Aug. 2, 1988, as amended at 64 FR 50741, Sept. 20, 1999; 70 FR 70033, Nov. 21, 2005; 71 FR 39516, July 13, 2006; 72 FR 61491, Oct 31, 2007; 76 FR 22607, Apr. 22, 2011; 77 FR 4153, Jan. 26, 2012; 81 FR 66489, Sept. 28, 2016]

I certify by my signature below that I have reviewed the above federal provisions and will abide by them.

IFB/RFP #

Date

Signature

Print Name

Company

Address

Phone Number

USDA Non-Discrimination Statement

USDA Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
Program.Intake@usda.gov

This institution is an equal opportunity provider.

W.O. LANCE ELEMENTARY SCHOOL
LANETT CITY SCHOOLS
SERVING LINE EQUIPMENT
ADVANCE TABCO CUSTOM SERIES or PRE APPROVED EQUAL

1. GENERAL CONSTRUCTION:

A. Counter tops to be 14 ga. stainless steel. All exposed edges to have a straight or bullnose turndown as specified. All corners and edges to be fully welded. Top to have equal to a #4 finish with corner edges ground and polished to match. Tops enclosed base counters and serving counters to be braced with hat channel galvanized bracing stud bolted to the underside of top and furnished with cadmium plated lock nut fasteners.

B. Body of the counter to be sectional, unitized construction, with ends and rear formed from a continuous sheet of metal to unitize the body, with partitions being spot welded into place. Counter exterior front and exposed ends to be 18 gauge stainless steel clad with a Vinyl Graphic Wrap. The counter rear, operators' side, and unexposed ends are to be 18 gauge stainless steel. Bottom of the counter will be closed and furnished with 12 gauge channels for mounting the legs or casters. Body to be trimmed with 18 gauge stainless steel corner angles.

a. Counter bodies to be constructed to appear as a continual counter when installed together.

C. Graphics:

The exterior of the counters as specified are to include an upgraded Vinyl Graphics Package. Vinyl graphics are to be applied to the 18 gauge stainless steel panels. The school and child nutrition department will assist the design department at Advance Tabco in developing the final graphic to be used before the counters are constructed.

D. Food Wells to be electric dry-moist insulated drop in style with 12" x 20" openings. Each well is furnished with individual thermostat controls prewired to a control panel. Wells are to be built with UL recognized components. Each hot food well is furnished with the manifold drain option. A 1" OD drain is connected to a manifold and routed to a common connection point and furnished with a shut off valve as required. Hot food wells will be in a 1-1/4" recessed top area.

E. Cold Pan:

Cold Pan to be a drop in style the length as described in the itemized specification. Cold pan to be 20" wide x 9-1/2" deep mechanically cooled type. Underside of the pan to have continuous refrigeration coil sealed in thermo mastic compound. Unit to be fully insulated and furnished with 18 gauge galvanized exterior. Each cold pan is furnished with a prewired control panel. Pan to have 1-1/4" brass drain extended to shut-off valve below bottom of counter. Furnish self-contained refrigeration unit of proper size. Cold pan designed to meet NSF-7 standard requirements. Cold pan will include the SU-71 optional compressor warranty.

F. Drains:

Hot wells and cold pans to be furnished with a drain valve connected to a 48" clear plastic hose or furnished with a tail pipe exiting below the bottom shelf where a drain pipe will be field installed running to the floor drain located under the counter. The drain valves will be in a recessed area on the counter control panel, so they are easily accessible from the server side of the counter.

G. Casters:

Where specified counters are to be mounted on **TA-25BP** 5" polyurethane casters. Casters are attached to a 12 gauge hat channel that is welded to the counter body. Casters will all have brakes. Casters are designed to be removable in the field for servicing or replacement.

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SERVING LINE EQUIPMENT
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H. Legs:

Where specified Counters are to be mounted on 6" Legs. Legs to have die-stamped fully enclosed stainless steel gussets welded to a 12 gauge galvanized iron plate and hat channel that is welded to the body. Legs are to be spaced on a maximum of 6'-0" centers. All legs will include the TA-21a 3" adjustable foot due to the floor being unlevel in the serving area.

I. Multi Use Sneeze Guards:

Sleek Shield Sneeze guards will have a 3/8" Tempered Glass display shelf. The guards will have sloped fronts with adjustable 1/4" Tempered Glass sneeze guards and glass SPG-1 end panels. The two piece front glass will be adjustable to three fixed positions so the guard can be easily converted from Cafeteria to Self Service without the use of tools. Uprights and framing to be 1" round stainless posts. Uprights are attached to the counter top with concealed fasteners.

K. Display Lights:

Where specified provide LED-G series aluminum finish display light fixtures mounted below the top shelf. Light fixtures are to be interwired to a switch mounted in the counter body and to the load center located in the counter body.

L. Control Panel:

An individual control panel will be furnished and interwired to the load center for the hot food wells and LED display lights. Control panels are designed to be recessed to protect the controls from damage. All wiring for the display lights and heat lamps are to be run through the stainless steel tubing supports or chases up to the fixtures.

M. Load Center Electrical Panels:

As specified each counter will include One (1) Square D 120/208V-1-phase circuit breaker load center panel. All counters are UL Listed with a label attached.

N. Tray Slides:

Tray Slides to be flat solid style, 16 gauge stainless steel, 10" wide. Slides will be mounted to the counter with 14 gauge stainless steel drop down style knife type brackets bolted to the counter body. Tray Slide height will be the same height as the counter top unless otherwise specified. Tray slide will be designed to be attached in the field to provide access to the school serving area.

O. Drop Down Work Shelf:

Work Shelf where specified to be a 16 gauge stainless steel flat style shelf. Work Shelf will be mounted to the counter with 14 gauge stainless steel drop down style knife type brackets bolted to the counter body. Work shelf will be designed to be attached in the field to provide access to the school serving area.

Item #1.

Hot Food Counter Section: (2-Req.)

Advance Custom Series Style **HB-SS-3490**

1. One HB-SS-3490R and One HB-SS-3490L.

2. 22" Flat top counter section.

3. Four (4) hot food wells Advance Tabco DISW-4-208-TM.

4. DGC-15-90 Multi-Use Style Sneeze Guard with 3/8" Glass Display Shelf

5. One (1) LED-G-12 and one (1) LED-G-48 display lights located under the glass display shelf.

6. Stainless steel 10" wide flat style drop down tray slide mounted on the counter front at 29-1/2" high.

7. Two (2) cut outs in the tray slide for 1/3 side pans.

8. Drop down style 6" wide rear work shelf.

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SERVING LINE EQUIPMENT
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9. Counter height 35-1/2"
10. Counter depth will be 34"
11. Vinyl Graphic Wrap on counter front and exposed end
12. Stainless steel rear and unexposed end.
13. Counter is mounted on 6" stainless steel legs with TA-21a adjustable feet
14. Face mounted switch for the LED display lights
15. Hinged doors on the control side of the counter for access to the counter base.
16. Counter is to be interwired to the load center breaker panel located in the counter base.
17. Counters to be UL Listed with a label attached
18. TA-205 pin and sleeve line up locks
19. Hot Food Well drains are to be furnished with a drain valve located in a recessed area in the counter control panel.
20. One (1) TA-108 opening in the bottom shelf to route the drain line to the floor drains below the counter.
21. One (1) TA-108 opening in the bottom shelf to route power to the load center.
22. Utility Connections:
Electrical:
 120/208-1-ph.
 38.88 Amps
50 Amp load center
Plumbing:
 One (1) 1" Drain Connections

Item #2.

Cold Food Counter Section: (1-Req.)

Advance Custom Series Style **HB-SS-3475**

1. One HB-SS-3475R and One HB-SS-3475L.
2. Drop-in four (2) pan mechanically cooled cold pan, Advance Tabco Model DIRCP-2 with one (1) drain valve and 48" drain line hose. The drain valve is to be easily reachable from the control side of the counter.
3. 36" Flat top counter section.
4. DGC-15-75 Multi-Use Style Sneeze Guard with 3/8" Glass Display Shelf
5. One (1) LED-G-60 display light located under the glass display shelf.
6. Stainless steel 10" wide flat style drop down tray slide mounted on the counter front at 29-1/2" high.
7. Drop down style 6" wide rear work shelf.
8. Counter height 35-1/2"
9. Counter depth will be 34"
10. Vinyl Graphic Wrap on counter front and exposed end
11. Stainless steel rear and unexposed end.
12. Counter is mounted on 6" stainless steel legs with TA-21a adjustable feet
13. Face mounted switch for the LED display lights
14. Hinged doors on the control side of the counter for access to the counter base, refrigeration system, and controls. Hinged doors on this counter to have louvers to provide air circulation for the refrigeration system.
15. Counter is to be interwired to the load center breaker panel located in the base of the adjoining hot food counter item #1.
16. Counters to be UL Listed with a label attached
17. TA-205 pin and sleeve line up locks
18. Utility Connections:

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SERVING LINE EQUIPMENT
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Drain:

1" drain line for cold food wells.

Item #3.

Cashier Counter Section: (1-Req.)

1. Advance Tabco Custom Series Style **EB-SS-4242**
2. Each counter is designed for one (1) cash register/computer station
3. Counter top on each side to be extended 6" from the body.
4. Counter height to be 33"
5. Counter top dimensions to be 42" x 42".
6. Vinyl Graphic Wrap on counter sides.
7. Cashier location and counter front to be stainless steel.
8. Counter mounted on TA-25P 5" casters all with brakes
9. Counter will include one (1) TA-108 opening in the counter top for the cash register cords and to route data and power to the cashier counter base.
10. One (1) TA-108 opening in the counter front to route power and data from the adjacent wall
11. The interior of the Cashier's station is to be finished with 18 gauge stainless steel
12. One (1) NEMA 5-20R outlet with a cord and NEMA 5-20P plug.
13. Base of the counter is designed with:
 - a. One (1) recessed stainless steel fixed undershelf
 - b. One SHD-2020 utility drawer with lock

Item #4.

Condiment Counters: (2-Req)

1. Advance Tabco Custom Series Style **HB-SS-303**
2. Overall counter size will be 30" x 36".
3. Counter height will be 30" TA-33.
4. Vinyl Graphic Wrap on counter front, hinged doors, and ends.
5. Stainless steel rear.
6. Counter mounted on TA-25P 5" casters with all wheels having brakes.
7. Hinged door on the counter front. One (1) counter to have a right hinged door and one (1) counter to have a left hinged door.
8. Doors to have TA-46 door locks.

P. Buy Out Items:

Supplied by the bidder and delivered when the counters are installed.

Four (4) 12-1/2" x 7" x 6" acrylic pans 1/3 size pans

P. SCOPE OF WORK:

Food Service Dealer:

- 1) Coordinate with the Advance Tabco factory representative to review all drawings for approval.
- 2) Remove the two existing serving lines. If necessary, the pass thru cabinets can be moved to allow the lines to be removed from the serving area without removing the tray slides. The lines are to be taken away from the school. The existing lines may need the sneeze guards or tray slides removed to fit through the rear kitchen door.
- 3) Deliver and set in place the new serving lines items. Access to the kitchen is through a rear door on ground level. Access to the serving area is through a 34-1/2" door. The pass thru cabinets can be moved

for better access to the serving area.

- a) Remove all PVC protective coating from the serving line counters.
- b) Connect the individual counters together
- c) Remove all cartons and crates.

School System:

- 1) Arrange a pre-bid meeting at W.O. Lance Elementary so all bidders can review the requirements for the project.
- 2) Provide access to the building for the food service dealer and related trades to complete the work required.
- 3) Disconnect the existing serving lines.
- 4) Assist Advance Tabco Design Department with Graphic design for the vinyl wrap used on the counters
- 5) Provide as required new electrical connections to the serving line load center panels.
- 6) Inspect the job for final approval.