

## INVITATION FOR BID

**Bid Description:** Lanett City Schools-Cafeteria Equipment

**Bid Number:** 01-CNP22

**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.

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

**Bid Opening Time:** May 2, 2022 at 10:00 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](mailto: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 12)**
- 3. BID SHEET (PAGE 13)**
- 4. DEBARMENT CERTIFICATION (PAGE 14)**
- 5. E-VERIFY MOU (PAGE 16)**
- 6. AL IMMIGRATION COMPLIANCE CONTRACTOR (PAGE 17)**
- 7. AL IMMIGRATION COMPLIANCE SUBCONTRACTOR \*\*if applicable (PAGE 18)**

## **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](mailto: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.

### **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-CNP22 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 **May 2, 2022 at 10:00 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 prior to the start of school 2022/2023 school year. School starts August 9, 2022. Equipment will need to be installed by late July/early August to allow other trades to complete project requirements if necessary.**
- 9.6. Demonstration and start up check of equipment by Manufacturer's Rep required once installation 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.

**15. FEDERAL CONTRACT CONDITIONS**

- 15.1. All funds being administered through Lanett City Schools under the Child Nutrition Program are Federal and are governed by Federal Regulations. All vendors must comply with and report violations of the following Federal contract requirements as applicable. (Refer to 2 CFR 200.318-.326 & 2 CFR 200 Appendix 2)
  - 15.1.1. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41 CFR Part 60).

- 15.1.2. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
- 15.1.3. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- 15.1.4. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
- 15.1.5. Bidders 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.
- 15.1.6. Bidders must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. 7401-7671q). The Contractor agrees to report each violation to the USDA and appropriate EPA Regional Office.
- 15.1.7. Bidders must comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor agrees to report each violation to the USDA and appropriate EPA Regional Office
- 15.1.8. Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 15.1.9. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
- 15.1.10. Bidders must comply with the requirements of 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 contain 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.



**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-CNP22 Lanett City Schools Cafeteria Equipment**

**May 2, 2022**

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.

**LANETT HIGH SCHOOL**

**REACH-IN 3 DOOR COOLER (1-REQ) \$** \_\_\_\_\_

**REACH-IN 2 DOOR COOLER (1 REQ) \$** \_\_\_\_\_

**REACH-IN 1 DOOR FREEZER (1 REQ) \$** \_\_\_\_\_

**W.O. LANCE ELEMENTARY**

**PASS-THRU WARMER 1 DOOR (1 REQ) \$** \_\_\_\_\_

**PASS-THRU FREEZER 1 DOOR (1 REQ) \$** \_\_\_\_\_

**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

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

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

### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS 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.

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**Organization Name**

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**Project Name (IFB #)**

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**Name of Authorized Representative(please print)**

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**Title**

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**Signature**

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**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 and 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:**

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**Contractor Officer or Owner Signature / Date**

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**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.

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**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.

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**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**



## USDA Non-Discrimination Statement

In accordance with Federal civil rights laws and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**LANETT HIGH SCHOOL**  
**LANETT CITY SCHOOLS**  
**THREE SECTION REACH-IN REFRIGERATOR**  
**CONTINENTAL MODEL D3RN**

Continental Refrigeration Model **D3RN**. Furnish with all standard items in addition to the following.

Reach-in refrigerator will be a three section model. Cabinet will have a stainless steel front, aluminum end panels and interior liner. The top and bottom are made of heavy gauge galvanized steel. In addition, all seams are closed and sealed, with metal edges turned away from the exposed surface. All internal corners are coved to conform to NSF standards. Automatic interior LED lighting is controlled by a light switch concealed in the door hinge. The cabinet is supported on Six (6) 4" high rubber casters with 3" wheels and three (3) casters with brakes # 50209-4.

Cabinet body is filled with 3" thick pressure-injected non-CFC closed-cell polyurethane foam.

Full height stainless steel doors will also be self-closing, with cam action lift off hinges, built-in cylinder locks and snap-in magnetic door gaskets. Door openings are protected by stainless steel breaker strips. Door hinging will be standard.

The cabinet interior will have five (5) epoxy coated shelves in each section mounted on Stainless Steel Pilasters.

The 1/2-HP refrigeration system is a self-contained plug style system that along with the cabinet upper side panels is designed to be removable in the field. The refrigeration system is expansion valve controlled with an automatic hot gas condensate evaporator and is designed to operate with R290 Hydrocarbon Refrigerant. The system features an electronic controller with digital display and a hi low temperature alarm. Refrigerated air distribution in the cabinet is achieved with top and side air ducts.

Exterior dimensions to be 78" wide x 35-3/8" deep x 81-1/4" high with the 4" high casters.

**Utilities:**

115 volts, 1/2-HP. 9.2 Amps.

Furnished with a 10 ft cord with a NEMA 5-15P plug.

Warranty will be **Three Years Limited Parts and Labor with an additional two year parts warranty on the compressor.**

**SCOPE OF WORK**

**BIDDERS RESPONSIBILITIES:**

- 1) Receive the reach-in refrigerator and check for freight damage.
- 2) Coordinate with the Lanett City Schools to deliver the reach-in to the school and set in place in the cafeteria.
- 3) Assemble the shelves and install in the box.
- 4) Remove the existing reach-in refrigerator.
- 5) Remove all cartons and packing materials

**SCHOOL SYSTEM RESPONSIBILITIES:**

- 1) Instruct the dealer delivery crew as to where to locate the reach-in cabinet.

**LANETT HIGH SCHOOL**  
**LANETT CITY SCHOOLS**  
**TWO SECTION REACH-IN REFRIGERATOR**  
**CONTINENTAL MODEL D2RN**

Continental Refrigeration Model **D2RN**. Furnish with all standard items in addition to the following.

Reach-in refrigerator will be a two section model. Cabinet will have a stainless steel front, aluminum end panels and interior liner. The top and bottom are made of heavy gauge galvanized steel. In addition, all seams are closed and sealed, with metal edges turned away from the exposed surface. All internal corners are coved to conform to NSF standards. Automatic interior LED lighting is controlled by a light switch concealed in the door hinge. The cabinet is supported on Four (4) 4" high rubber casters with 3" wheels and two (2) casters with brakes # 50209-4.

Cabinet body is filled with 3" thick pressure-injected non-CFC closed-cell polyurethane foam.

Full height stainless steel doors will also be self-closing, with cam action lift off hinges, built-in cylinder locks and snap-in magnetic door gaskets. Door openings are protected by stainless steel breaker strips. Door hinging will be standard.

The cabinet interior will have five (5) epoxy coated shelves in each section mounted on Stainless Steel Pilasters.

The 1/3-HP refrigeration system is a self-contained plug style system that along with the cabinet upper side panels is designed to be removable in the field. The refrigeration system is expansion valve controlled with an automatic hot gas condensate evaporator and is designed to operate with R290 Hydrocarbon Refrigerant. The system features an electronic controller with digital display and a hi low temperature alarm. Refrigerated air distribution in the cabinet is achieved with top and side air ducts.

Exterior dimensions to be 52" wide x 35-3/8" deep x 81-1/4" high with the 4" high casters.

Utilities:

115 volts, 1/3-HP. 6.9 Amps.

Furnished with a 10 ft cord with a NEMA 5-15P plug.

Warranty will be **Three Years Limited Parts and Labor with an additional two year parts warranty on the compressor.**

**SCOPE OF WORK**

**BIDDERS RESPONSIBILITIES:**

- 1) Receive the reach-in refrigerator and check for freight damage.
- 2) Coordinate with the Lanett City Schools to deliver the reach-in to the school and set in place in the cafeteria.
- 3) Assemble the shelves and install in the box.
- 4) Remove the existing reach-in refrigerator.
- 5) Remove all cartons and packing materials

**SCHOOL SYSTEM RESPONSIBILITIES:**

- 1) Instruct the dealer delivery crew as to where to locate the reach-in cabinet.

**LANETT HIGH SCHOOL**  
**LANETT CITY SCHOOLS**  
**ONE SECTION REACH-IN FREEZER**  
**CONTINENTAL MODEL D1FN**

Continental Freezer Model **D1FN**. Furnish with all standard items in addition to the following.

Reach-in freezer will be a one section model. Cabinet will have a stainless steel front, aluminum end panels and interior liner. The top and bottom are made of heavy gauge galvanized steel. In addition, all seams are closed and sealed, with metal edges turned away from the exposed surface. All internal corners are coved to conform to NSF standards. Automatic interior LED lighting is controlled by a light switch concealed in the door hinge. The cabinet is supported on Four (4) 4" high rubber casters with 3" wheels and two (2) casters with brakes # 50209-4.

Cabinet body is filled with 3" thick pressure-injected non-CFC closed-cell polyurethane foam.

Full height stainless steel doors will also be self-closing, with cam action lift off hinges, built-in cylinder locks and snap-in magnetic door gaskets. Door openings are protected by stainless steel breaker strips. Door hinging will be standard.

The cabinet interior will have five (5) epoxy coated shelves in each section mounted on Stainless Steel Pilasters.

The 1/3-HP refrigeration system is a self-contained plug style system that along with the cabinet upper side panels is designed to be removable in the field. The refrigeration system is expansion valve controlled with an automatic hot gas condensate evaporator and is designed to operate with R290 Hydrocarbon Refrigerant. The system features an electronic controller with digital display and a hi low temperature alarm. Refrigerated air distribution in the cabinet is achieved with top and side air ducts.

Exterior dimensions to be 26" wide x 35-3/8" deep x 81-1/4" high with the 4" high casters.

Utilities:

115 volts, 1/3-HP. 6.3 Amps.

Furnished with a 10 ft cord with a NEMA 5-15P plug.

Warranty will be **Three Years Limited Parts and Labor with an additional two year parts warranty on the compressor.**

**SCOPE OF WORK**

**BIDDERS RESPONSIBILITIES:**

- 1) Receive the reach-in freezer and check for freight damage.
- 2) Coordinate with the Lanett City Schools to deliver the reach-in to the school and set in place in the cafeteria.
- 3) Assemble the shelves and install in the box.
- 4) Remove the existing reach-in freezer.
- 5) Remove all cartons and packing materials

**SCHOOL SYSTEM RESPONSIBILITIES:**

- 1) Instruct the dealer delivery crew as to where to locate the reach-in cabinet.

**W.O. LANCE ELEMENTARY SCHOOL**  
**LANETT CITY SCHOOLS**  
**ONE SECTION PASS THRU WARMING CABINET (1-Req)**  
**CONTINENTAL MODEL DL1WE-PT**

Continental Refrigeration Model **DL1WE-PT Extra Wide Warming Cabinet**. Furnish with all standard items in addition to the following.

Pass-Thru warmer will be a one section model. Cabinet will have stainless steel finish on the front and rear and polished aluminum on the exterior sides and interior. The top and bottom are made of heavy gauge galvanized steel. In addition, all seams are closed and sealed, with metal edges turned away from the exposed surface. All internal corners are coved to conform to NSF standards. Automatic interior lighting is controlled by a light switch concealed in the door hinge. The cabinet is supported on Four (4) 5" casters #50177-4 with an overall height of 6".

Cabinet body is filled with 3" thick pressure-injected non-CFC closed-cell polyurethane foam.

Doors are full height stainless steel on the serving and kitchen (control) sides. Doors will also be self-closing, with cam action lift off hinges, built-in cylinder locks and snap-in magnetic door gaskets. Door openings are protected by stainless steel breaker strips. Doors hinging will be left on the kitchen side and right on the serving side.

The cabinet interior will have (10) ten sets of stainless steel universal pan slides on 5" centers designed for 18" x 26" and 12" x 20" pans. Slides are mounted on Stainless Steel Pilasters #50-P008A-E.

Stainless steel strip heaters located in the cabinet base along with the top mounted air circulation system are designed to operate with a temperature range of 90F – 180F. The air circulation fan located in the top of the cabinet is part of a plug style system that along with the cabinet upper side panels are designed to be removable in the field. The system features an electronic controller with digital display and a hi low temperature alarm. Heated air distribution in the cabinet is achieved with top and side air ducts.

Exterior dimensions to be 28-1/2" wide x 38-3/4" deep x 83-1/4" high.

Utilities:

208/230-1-phase, 7.2 Amps.

Cabinet is direct wired.

Warranty will be **Three Years Limited Parts and Labor.**

**SCOPE OF WORK**

**BIDDERS RESPONSIBILITIES:**

- 1) Receive the pass thru warming cabinet and check for freight damage.
- 2) Coordinate with the Lanett City Schools to deliver the pass thru to the school and set in place in the kitchen.
- 3) Assemble the pass thru slides and install in the box.
- 4) Remove the existing roll thru warming cabinet.
- 5) Remove all cartons and packing materials

**SCHOOL SYSTEM RESPONSIBILITIES:**

- 1) Provide an electrician to disconnect the existing roll thru cabinet.
- 2) Instruct the dealer delivery crew as to where to locate the pass thru cabinet.
- 3) Provide an electrical connection for the new cabinet. This is a direct wired cabinet.



**W.O. LANCE ELEMENTARY SCHOOL**  
**LANETT CITY SCHOOLS**  
**ONE SECTION PASS THRU FREEZER (1-Req)**  
**CONTINENTAL MODEL D1FNPT**

Continental Refrigeration Model **D1FNPT**. Furnish with all standard items in addition to the following.

Pass-Thru freezer will be a one section model. Cabinet will have stainless steel finish on the front and rear and polished aluminum on the exterior sides and interior. The top and bottom are made of heavy gauge galvanized steel. In addition, all seams are closed and sealed, with metal edges turned away from the exposed surface. All internal corners are coved to conform to NSF standards. Automatic interior LED lighting is controlled by a light switch concealed in the door hinge. The cabinet is supported on Four (4) 5" casters #50177-4 with an overall height of 6".

Cabinet body is filled with 3" thick pressure-injected non-CFC closed-cell polyurethane foam.

Doors are full height stainless steel on the serving and kitchen (control) sides. Doors will also be self-closing, with cam action lift off hinges, built-in cylinder locks and snap-in magnetic door gaskets. Door openings are protected by stainless steel breaker strips. Doors hinging will be right on the kitchen side and left on the serving side.

The cabinet interior will have five (5) epoxy coated wire shelves supported on Stainless Steel Pilasters.

The 1/3-HP refrigeration system designed to operate at 0 Degrees F. and is a self-contained plug style system that along with the cabinet upper side panels is designed to be removable in the field. The refrigeration system is expansion valve controlled with an automatic hot gas condensate evaporator and is designed to operate with R290 Hydrocarbon Refrigerant. The system features an electronic controller with digital display and a hi low temperature alarm. Refrigerated air distribution in the cabinet is achieved with top and side air ducts.

Exterior dimensions to be 26" wide x 38-3/4" deep x 83-1/4" high.

Utilities:

115 volts, 1/3-HP. 7.6 Amps.

Furnished with a 10 ft cord with a NEMA 5-15P plug.

Warranty will be **Three Years Limited Parts and Labor with an additional two year parts warranty on the compressor.**

**SCOPE OF WORK:**

**BIDDERS RESPONSIBILITIES:**

- 1) Receive the pass thru freezer and check for freight damage.
- 2) Coordinate with the Lanett City Schools to deliver the pass thru to the school and set in place in the kitchen.
- 3) Assemble the pass thru shelves and install in the box.
- 4) Remove the existing pass thru refrigeration located next to the roll thru warmer being replaced.
- 5) Remove all cartons and packing materials

**SCHOOL SYSTEM RESPONSIBILITIES:**

- 1) Instruct the dealer delivery crew as to where to locate the pass thru cabinet.