

PURCHASING AGENT
1118 Greensboro Ave (35401)
P.O. BOX 2568
TUSCALOOSA, AL 35403

1 GENERAL POLICIES GOVERNING BIDS

The Tuscaloosa County Board of Education proposes to make all purchases in accordance with Alabama Law. As we understand it, the purposes of the 1967 State Bid Law are: (1) to enable the Boards of Education (and other public agencies) to get maximum value in goods and service for the money spent, and (2) to give responsible business concerns a fair opportunity to share in business created through public expenditures.

Under the law, the Board of Education has the right to reject any or all bids and to consider quality, suitability to purpose, delivery dates, responsibility of bidders and other factors in selecting the products to be purchased and determining the successful bidders. The Board of Education will select in each case what it considers to be the best product for the price.

Records showing the bids received and prices paid for each item will be placed on file and may be examined by the public upon request. If an order is awarded to someone other than the lowest bidder, a note of explanation will appear in bid records. Mail inquiries about quotations will not be answered.

2 INSTRUCTIONS FOR BIDDING

1. Bids must be written or typed on this form (or its attachments).
2. Bidder must give make and model number (if any) and provide such specifications, descriptions and illustrations as are needed to establish the nature and quality of the goods offered and must be prepared to make a sample available for inspection upon receipt.
3. Mail or send bid to the address at the head of this page and mark outside of the sealed envelope the number of this bid shown below. #2558
4. Bids must be in the Board of Education Office by the date shown below.
5. Bids will be received until the date and hour set herein.
6. Samples should be submitted, if possible, before the bid opening.
7. Tailgate delivery WILL NOT be acceptable. Goods must be set inside the building.
8. All purchases shipped or delivered "Pre-paid" and shall be bid accordingly.

This is **RFP #2558**. Time and date bid must be in: 10:45 Wednesday May 15, 2024
Hour Day Date

You are invited to quote prices on goods described herewith.

Prices quoted must include delivery to: As Specified
Location

The Tuscaloosa County School Board reserves the right to make an award on an item per item basis, group per group basis or on the whole to the bidder that offers the overall best price for all items specified and that is in compliance with the general and technical specifications as solely determined by the Tuscaloosa County Board

Goods are to be delivered by: SCHEDULED WITH CNP DIRECTOR
Date

**TUSCALOOSA COUNTY BOARD OF EDUCATION
CHILD NUTRITION PROGRAM
RFP #2558**

The Tuscaloosa County Board of Education request that you submit a bid on the following items which are attached.

This bid consist of INVITATION, GENERAL AND SPECIAL INSTRUCTIONS, AND SPECIFICATION. We understand that a company officer's signature is required, unless this has been done, our "Bid" will be considered incomplete and rejected therefore.

We, I, the undersigned do hereby understand and accept the instructions and conditions under which this quotation is being submitted.

Company: _____

Representative Signature/Title: _____

Address: _____

City/State/Zip: _____

Office: _____ Cell: _____

Date: _____

PROCUREMENT PROCESS

**TUSCALOOSA COUNTY
BOARDS OF EDUCATION**

CONTRACT SECTION I – Request for Bids

Items: Commercially Purchased Foods and/or Supplies as indicated in Section VI.

RFP Number: **2558**

Type of Contract: BOTTOMLINE BID

Mail Bids To: Purchasing Department
Tuscaloosa County Board of Education
1118 Greensboro Ave.
P.O. Box 2568
Tuscaloosa, AL 35403

Hand Deliver
Bids To: Purchasing Department
Tuscaloosa County Board of Education
1118 Greensboro Ave.
Tuscaloosa, AL 35401

Bidder Shall: Return Bid Documents in Pink Envelope Provided

ENVELOPES SHOULD BE PLAINLY MARKED “RFP”
With date, time of opening, bid number and company name.

C O N T A C T S

If you have any questions concerning this Request for Bid, please phone:

Mrs. Kristy O'Leary
CNP Director
Tuscaloosa County Board of Education
205-342-2714

SECTION I

GENERAL INSTRUCTIONS

Proposals must be received on or before date and time stated. The Board of Education reserves the right to reject any and all proposals and to waive any and all formalities. While it is the intention of the Board of Education to purchase all items listed the right is reserved to omit any item necessary to bring the total cost within budget provisions.

- 1) Proposals will be evaluated based on the proposer's distinctive plan for performing the requirements of the Request for Proposal (RFP). It is not necessary for the proposer to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.
- 2) The proposer should present a written narrative that demonstrates the method or manner in which the proposer proposes to satisfy the requirements of the Statement of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
- 3) The School Board reserves the right to reject any and all proposals and waive all formalities in regard thereto.
- 4) Termination of Contract: This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Child Nutrition or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

- 5) Acceptance of Proposals: The School Board shall be the sole judge as to the acceptability of any and all proposals and the terms and conditions thereof, without qualifications or explanation to proposers. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
- 6) Liability Insurance: Where proposers are required to enter or go on to School Board property to deliver materials or perform work or services as a result of a proposal award, the proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All proposers must comply with the insurance requirements as provided in the proposal documents.
- 7) Audit Procedures: Invoices submitted by the proposer shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

- 8) Fiscal Funding: If the purchase order for the items covered by this proposal has not been issued by September 30th of the current Fiscal year, it should be understood that purchases in the next Fiscal year are conditional on receipt of Federal and/or State Funds. In the event of the discontinuance or a decrease in Federal and/or State Funds, the Board of Education reserves the right to decrease the quantities and/or delete items.
- 9) Non-Collusion: By submission of the proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer, and that the contents of the proposal have not been communicated by the proposer, nor by any one of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the proposal.
- 10) Compliance With Regulations: Federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer must not be in violation of any zoning or other ordinances in the performance of this contract.
- 11) Buy American provision: SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
- 12) Return Instructions: Proposer must use the B form without alterations. The copy returned should be in the "pink" envelope that is provided. Pages on which there are no items quoted may be detached, and only those pages which contain a quoted item(s) or signature need be returned.
- 13) Correctness of Proposal: Vendors shall verify their proposal before submission, as proposals cannot be withdrawn after public opening. No proposal can be corrected after being opened. The Board of Education will not be responsible for errors or omissions on proposals.
- 14) Guarantee: Each proposer, by presenting a proposal under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered with a reasonable period of time from date of contract that goods or services are not up to standard, the Board of Education shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense shall be borne by the proposer

15) Standard Contract Conditions:

- A. This contract shall be governed in all respects to validity, construction, capacity, performance, or otherwise by the laws of the State.
- B. Modifications, additions, or changes to the terms and conditions of this invitation to RFP may be cause for rejection of a proposal. Proposers are requested to submit all proposals on the school district's official forms. Proposals submitted on company forms may be rejected.
- C. By his signature on the face of this document, a proposer certifies that his proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud.

The proposer certifies that he understands collusive proposals are a violation of Federal law and can result in fines, prison sentences, and civil damage awards. He further agrees to abide by all conditions of this proposal and certifies that he is authorized to sign this proposal for the proposer

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
Place of Performance (street address, city, county, state, zip code)

Check () if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Par 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, SW (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

.....

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT NAME	PR/ AWARD NUMBER AND/OR PROJECT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

*****This Form Must Be Completed and Returned*****

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 REVERSE)

- (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

PR/Award No/Project Name

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

Signature(s)

Date

*****This Form Must Be Completed and Returned*****

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms “covered transaction,” “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 which is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the 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.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board (“the Board”) or by 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, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

PART I - (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)
I certify in my capacity as _____ (your position) for _____ (name of contractor or grantee), that Contractor or Grantee does not employ one or more employees in the State of Alabama.
_____ Signature

OR

PART II - (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)
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 or 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 _____, 2____.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.
_____ Signature and Seal of Notary Public

*******This Form Must Be Completed and Returned*******

**Freezer Installation
RFP #2558**

Provide a total for the proposal. The total proposal to include the complete demolition and removal of existing freezer and the installation of previously purchased freezer body, evaporator, condenser and lighting of freezer on a prepared site at Flatwoods Elementary.

Demolition and total reconstruction **MUST** be completed by July 22, 2024. Freezer must be on, running, inspected and usable by this date.

Total cost of demo, removal and complete installation. ----->	
Date of completed project ----->	

RFP RESPONSE PREPARED BY:

SIGNATURE: _____

PRINT NAME: _____

COMPANY: _____

TITLE: _____

Please return your RFP in the pink envelope provided.

The Tuscaloosa County Board of Education reserves the right to reject any or all RFPs.

If you have any questions, please contact Danny Higdon, Chief School Financial Officer, at 205-342-2767

*******This Form Must Be Completed and Returned*******

Scope of Work

This Request for Proposal (RFP) is for a freezer demo and install at Flatwoods Elm. TCSS has already purchased the freezer and it is in position of TCSS. This RFP is for demo and removal of the old freezer after all usable parts have been reserved for future use by the district. Shelving in particular should be preserved. The freezer will be emptied of product and usable parts and be available for demo at the close of the day on May 24, 2024. The successful bidder will demo, remove and construct the new freezer by or before July 22, 2024. If for some reason the freezer is not in usable condition by this date, the successful vendor will provide a freezer truck at no charge to the district so that inventory may be received, and school commence with no interruption to the meal service. Final freezer install must include monitoring of functionality to ensure that freezer reaches and maintains specified temperature settings. Final Freeze installation work will be inspected by vendor and TCSS maintenance to the satisfaction of the TCSS CNP director and any shortfalls addressed by the deadline date.

The purchased freezer is an outdoor, American Panel freezer. Finished dimensions are 14'X19'3"x8. Additional specs are included in exhibit A.

Standard Contract Conditions

- A. This contract shall be governed in all respects to validity, construction, capacity, performance or otherwise- by the laws of the State of Alabama and the United States.
- B. Contractors providing service under this Request for Bid, herewith, assure the school system that they are conforming to the provision of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations (41CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.
- E. Contractor shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, color, religion, sex, national origin or disability.
- F. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The system, its authorized agents, and/or State/Federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until slated matter is closed.
- G. Any product offered which is not labeled in such a manner as to permit Interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
- H. Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- I. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any other 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 contractor certifies that collusive bidding is a violation of Federal law and can result in fines, prison sentences and civil damage awards.

- J. Prohibition against conflicts of interest, gratuities and kickbacks; Any employee, any official of the school system elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sure sales to the school system shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accord with State and/or Federal laws.
- K. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.

Bidder Responsibility

It shall be incumbent upon each bidder to understand the provisions of this Request for Proposal and, when necessary, obtain clarifications prior to the time and date set for the RFP opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provisions set forth herein.

Liability

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by the Tuscaloosa County Board of Education or as a result of violations of the contract terms by any contractor.

Taxes

Purchases made under provisions of any contract established as a result of this Invitation are exempt from federal, state and local taxes unless otherwise noted and bidders should quote prices which do not include such taxes.

Clarification

District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular bid. All requests for clarification and responses shall be in writing.

Each contractor has the right to request clarification for this RFP document. All request shall be made in writing to the Director of Child Nutrition no later than seven (7) working days prior to the time and date set for the bid opening. The Director of Child Nutrition will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to response to the addendum.

Term of Contract

The term of this proposal shall be the length of time that it takes to complete the project. Absolute Deadline July 22, 2024.

Bid Acceptance

The Tuscaloosa County Board of Education reserves the right to reject any or all proposals, to waive any informality and unless otherwise specified by the bidder, to accept any item on the proposal. If a bidder fails to stipulate otherwise, it is understood and agreed that the Tuscaloosa County Board of Education has sixty (60) days to accept. The Tuscaloosa County Board of Education is awarding authority for all systems listed in this document and reserves the right to reject any and all proposals.

Termination of Contract

Failure on the part of the participating school systems or the contractor to meet requirements as stipulated of this contract may result in contract termination.

- A. Each party shall follow the procedure outlines below if a contract is to be terminated. All transactions shall be sent by Registered or Certified mail.
 - Step 1: Verbal communication in regards to violation.
 - Step 2: Issue warning letter and outline violations and length of time to correct the problem.
 - Step 3: Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
 - Step 4: Issue letter to cancel contract.

- B. In the event that the physical facilities of the contractor are destroyed, the contractor will not be held liable by the participating school system. The contractor may not be held liable for the terms of the contract should normal fulfillment of the contract be disrupted by an organized labor strike. The credibility of any such labor disruption claim should be verified by the participating school system before allowing the termination of the contract.

Federal Requirements

(These provisions must be met in bid document, if applicable)

Title 2: Grants and Agreements

PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F-Audit Requirements Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address

administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4 (b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or a subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Title 7: Agriculture

PART 210-NATIONAL SCHOOL LUNCH PROGRAM

Subpart c - Requirements for School Food Authority Participation §210.16 Food service management companies

(d) Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 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-

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

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

(2) Requirement.

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

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

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

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

(f) Cost reimbursable contracts-

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

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

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

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

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

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

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

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

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

(g) Geographic preference.

- (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
- (2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, 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 made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form,(AD-3027) found online at:

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.

This institution is an equal opportunity provider.

EXHIBIT A

Specs for previously purchased freezer to be installed.

Manufacturer: American Panel Corporation or pre-approved equal

Model to include the following:

1. Walk-In Freezer to be 14' x 19'3" x 8' high. Unit to be constructed of pre-fabricated modular panels designed for easy and accurate field assembly, future enlargement by the addition of panels. Unit construction to be in strict compliance with NSF Standard 7.
2. Wall panel construction shall consist of interior and exterior metal surfaces precision roll formed to exact dimensions with double 90° edges to increase overall panel rigidity. Finished panels shall be 4 inches thick and be interchangeable with like panels for fast and easy assembly. The finished metal surfaces shall be fitted with a tear drop profile gasket. Panels are to be injected with Foamed-In-Place urethane insulation that is then heat cured to allow uniform foam expansion and maximize finished panel strength. Panel edges shall have a foamed-in-place urethane tongue and groove profile to accurately align panels during installation and allow for an air tight seal. Units containing structural wood, steel, straps, polystyrene or other non-insulation materials will not be accepted. Interior finish for walls 26 Ga. stucco acrylume. The exposed and unexposed exterior is to be 26 Ga. stucco acrylume. Exposed exterior walls to have 36" H, 1/10" aluminum treadplate and corner guards of same material. Interior and exterior ceiling to be 20 Ga. galvanized steel. Unit to be provided with four (4) LED light fixtures, 48" long with 2 bulbs per fixture. Provide snowload C-channel 14 Ga. Galvanized reinforcement in ceiling panel (per panel 11'7.125" to 14'0").
3. Unit to be provided with reinforced floor. Floor panels to be 4" foamed in place urethane floor panels with 3/4" Plywood underlayment. Finished floor to have 1/8" Diamond Aluminum Treadplate that it is integral to the floor panel. Overlay sheet treadplate is not approved.
4. Walk-In freezer to be supplied with one (1) 34" W x 77" H flush mounted magnetic infitting door with cam-rise hinges. Door to include door closer, frame heater wire, dial thermometer and vapor proof light and switch with pilot light. Door to have 1/10" aluminum treadplate 36" high on interior and exterior of door. Door to have a locking Kason hasp to be used for securing the door with a padlock.
5. Refrigeration to be hermetic, scroll, air cooled, 3.02 H.P. low temp (-10 degree), remote quick connect refrigeration system. All controls will be factory mounted and units will be plumbed and charged. Unit to come with a pre-charged line set and electrical whip provided with up to 25' of line. Unit includes 90 day mechanical labor service and 5 year compressor warranty. Provide with winterization controls, membrane mounting curbs and weather cover for outdoor installation of condensing unit.
6. Walk-In cooler, refrigeration systems and condensing units to be completely delivered and installed by factory approved installer. Demolition and removal of existing walk-in is to be included in the bid.