

March 7, 2025
INVITATION TO BID

NEW – Dishwasher / Dishwashing Station – Hayden Primary School

The Blount County Board of Education will accept bids for the following food service cafeteria project for the school system's Child Nutrition Program, according to the specifications set forth in this bid request:

NEW – Dishwasher / Dishwashing Station

- 1 – Corner Design Soiled Dish Table with Pass-Thru Window Ledge – Titan Stainless Model # 123X85SDT-L-CS-14 or pre-approved alternate**
- 1 – Trimline Waste Container – CFS Brands Model # 34201523 or pre-approved alternate**
- 1 – Pre-Rinse Faucet – Fisher Model # 64790 or pre-approved alternate**
- 1 PowerRinse Waste Collection System – InSinkErator Model # PRP-3 or pre-approved alternate**
- 1 – Clean Dish Table – Titan Stainless Model # 4CDT-R-14 or pre-approved alternate**
- 1 – 66” Conveyor Type Dishwasher – Hobart Model # CL66-BAS or pre-approved alternate**
- 1 – Blower Dryer – San Aire Model # PD-100-M or pre-approved alternate**

Hayden Primary School
160 Bracken Lane
Hayden, AL 35079

Bid opening will be held **Monday, March 31, 2025 at 11:45 AM at the Blount County Board of Education CNP Office.** Bids may be mailed to the attention of Megan Mitchell, Child Nutrition Program Director, Blount County Board of Education, 415 5th Avenue East, Oneonta AL, 35121 or hand delivered at the bid opening. Bids will be publicly opened and read promptly at **11:45 AM** on **Monday, March 31, 2025.** No bids will be accepted once the opening begins. Please note any requirements listed on the response form and bid specification sheet.

Blount County Schools reserves the right to award the bid based on budgetary limits approved by the Alabama State Department of Education.

The responsible bidder shall be responsible for delivery, installation, and training to the specified school.

Bidders are to use the bid response form included in this packet and guarantee the quality of work to meet or exceed specifications set forth in this bid request.

Each party shall follow the procedure outlined below if this contract is to be terminated. All transactions shall be sent by Registered or Certified mail.

Step 1: Issue warning letter and outline violations and length of time allowed to correct the problem.

Step 2: Issue letter of intent to cancel contract if problem is not resolved by given date.

Step 3: Issue letter to cancel contract.

Specifications:

Item # 1: Corner Design Soiled Dish Table with Pass-Thru Window Ledge

Qty: 1 each

Manufacturer: Titan Stainless

Model # 123X85SDT-L-CS-14 or pre-approved alternate

Soiled Dish Table shall be provided with the following standard features:

123" L end to corner x 85" L corner to dishwasher X 30" W Corner Design

Left to Right Operation

14-gauge 300 series S/S top

Full length 10" H rear backsplash

3" raised edges with 1-1/2" rolled rim at front of table

1-5/8" diameter S/S legs and cross-bracing with adjustable S/S bullet feet

Soiled Dish Table shall be provided with the following accessories:

48" L Pass thru window ledge

8" W x 48" L x 70" H Three-sided window frame

Provision for InSinkErator PRP Waste Collection System

Provision for mounting to Hobart SL30 Side Loader

Sound deadening under top

Provision for Fisher 64790 Pre-Rinse Faucet

60" Fixed 18-gauge S/S undershelf

End Splash on one side (Enclosed on Rear)

Custom Tray Slide Adapter to fit over InSinkErator Scraper Pan

S/S wall panels (65" Long x 26" Tall)

S/S wall panels (115" Long x 26" Tall)

S/S wall panels (15" Long x 61" Tall)

S/S wall panels (30" Long x 61" Tall)

Item # 2: Trimline Waste Container

Qty: 1 each

Manufacturer: CFS Brands

Model # 34201523 or pre-approved alternate

Trimline Waste Container shall be provided with the following standard features:

Rectangular Design

23 Gallon Capacity

Gray Polyethylene Construction

Trimline Waste Container shall be provided with the following accessories:

(1 each) Trimline Dolly Accommodates 23 Gallon Cans

**Blount County Schools Child Nutrition Program
Dishwasher/Dishwashing Station, Hayden Primary School
Bid 2025-04**

Item # 3: Pre-Rinse Faucet

Qty: 1 each

Manufacturer: Fisher

Model # 64790 or pre-approved alternate

Pre-Rinse Faucet shall be provided with the following standard features:

8" Adjustable centers
Splash-mounted mixing valve
S/S Hot and Cold Stem Seats
21" Riser
36" L 3-ply fiber reinforced pre-rinse hose with s/s fittings
Spring action flexible gooseneck
Ultra-Spray valve (1.15 GPM @ 60 PSI)
Wall Bracket
EZ Install Adapters

Pre-Rinse Faucet shall be provided with the following accessories:

(1 each) Part # 2927-4302 12" long x 3/8" Riser

Item # 4: PowerRinse Waste Collection System

Qty: 1 each

Manufacturer: InSinkErator

Model # PRP-3 or pre-approved alternate

Waste Collection System shall be provided with the following standard features:

Tray, base assembly, cover, pump housing, and pump impeller all made from durable, corrosion-resistant stainless steel
Electrical: 120v/60/1-ph @ 7.00 amps
NEMA 4X S/S electrical control box
Built-in shut off timer (factory set at 20 minutes)
Fully operational in 70 seconds High impact polymer scrap basket
Collected solids can be disposed of into a waste or compost receptacle
Pump safeguarded by 1/4" inlet screen
Requires only 1 GPM of fresh water per hour
Capable of recirculating water up to 30 GPM
Protected against dry operation
Easy access ball valve to quickly reposition water flume
Flanged Feet

**Blount County Schools Child Nutrition Program
Dishwasher/Dishwashing Station, Hayden Primary School
Bid 2025-04**

Item # 5: Clean Dish Table

Qty: 1 each

Manufacturer: Titan Stainless

Model # 4CDT-R-14 or pre-approved alternate

Clean Dish Table shall be provided with the following standard features:

48" L x 30" W straight clean dish table

Left to Right Operation

14-gauge 300 series S/S Top

Full length 10" H rear backsplash

3" raised edges with 1-1/2" rolled rim at front of table

1-5/8" diameter S/S legs and cross-bracing with adjustable S/S bullet feet

Clean Dish Table shall be provided with the following accessories:

Provision for mounting to Hobart CL66-BAS Dishwasher

Provision for Hobart CL-Table Limit Switch

44" L Three Bar S/S undershelf

Sound deadening under top

S/S wall panels (78" Long x 26" Tall)

Item # 6: 66" Conveyor Type Dishwasher

Qty: 1 each

Manufacturer: Hobart

Model # CL66-BAS or pre-approved alternate

Dishwasher shall include all of the following standard features:

Energy Star Certified

.45 Gallons Per Rack Final Rinse Water

Up To 202 Racks Per Hour

19.5" Chamber Height Opening

22" power scrapper with 2HP motor

Left to Right Operation

Electrical: 208v/60/3-ph @ 116 amps

Single Point Electrical Connection (Motors, Tank Heat, Controls & Booster Heater)

15KW Electric Wash Tank Heat

18KW Internal Booster Heater

User-friendly Touchscreen Controls

Energy saver mode (programmable auto-shut down)

NSF Rated Configurable Pot and Pan Cycle

Complete Delime with Delime Notification, Auto Dispensing, and Booster Guard

Self-Aligning Wash Manifolds with Capless, anti-clogging wash arms

Stainless Steel self-draining pumps and impellers

Doors are insulated & hinged with door interlock switches

Rapid Return Conveyor Drive Mechanism

Door Actuated Drain Closure

Vent Fan Control

**Blount County Schools Child Nutrition Program
Dishwasher/Dishwashing Station, Hayden Primary School
Bid 2025-04**

Dishwasher shall include the following accessories:

- (1 each) SL-23 Side Loader, LR E-Series
- (2 each) E-Series Vent Hood Domestic (adjustable)
- (1 each) Drain Water Tempering Kit for CL Series
- (1 each) Table Limit Switch for CL Series
- (2 each) Water Shock Absorber Kit
- (3 each) Sheet Pan Rack, 6 Pan Capacity
- (1 each) WS-80 Water Softener

Item # 7: Blower Dryer

Qty: 1 each

Manufacturer: San Aire

Model # PD-100-M or pre-approved alternate

Blower Dryer shall include all of the following standard features:

- Stainless Steel Housing
- Voltage: 120v/60/1-ph 4.33AMPS, includes 8' cord and NEMA 5-15 plug
- 826 CFM Blower
- Adjustable Air Distribution Louver
- Lighted On/Off Rocker Switch
- Removable Aluminum Filter

Blower Dryer shall include all of the following accessories:

- (1 each) Part # SMB-PD-100M Wall Mount Bracket

Installation Requirements:

Installer shall be factory authorized and able to provide an additional 6 months to the dishwasher's manufacturer's parts and labor warranty. Installer shall disassemble and remove existing dish room equipment, deliver, uncrate, and set in place all the new dish room equipment. Installer shall make final electrical and plumbing connections required for all equipment, and start up all equipment.

Installer will be responsible for parts and labor required to alter existing pant leg exhaust duct to accommodate new Hobart CL66-BAS Dishwasher.

Blount County Schools will be responsible for providing all facility electrical and plumbing upgrades required to accommodate the new dish room equipment. Upgrades shall include but are not limited to, addition of new breaker(s) and/or electrical quick disconnects and new cold water supply lines. All electrical and plumbing connections shall be within 5 feet of the associated new piece of equipment.

Blount County Schools will be responsible for confirming that the existing exhaust fan is sized appropriately to pull the 600 CFM required by the new Hobart CL66-BAS Dishwasher.

**Blount County Schools Child Nutrition Program
Dishwasher/Dishwashing Station, Hayden Primary School
Bid 2025-04**

It is not the policy of the Blount County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors which may be used to determine the low responsible bidder. Bidders must abide by the provisions of the Americans with Disabilities Act of 1990 in order to provide goods or services to the Blount County Board of Education.

Section 9 of the Alabama Immigration Act No. 2011-535 (<http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535>) requires contractors provide the Alabama Department of Education with an **Affidavit of Immigration Compliance and the contractor's E-Verify Memorandum of Understanding** as a condition of the award of any contract. **These two documents must be included with the bid.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. A contractor can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.dhs.gov/e-verify.

The successful bidder must provide a copy of their current Blount County business license (if applicable) before the bid can officially be awarded by the Blount County Board of Education. A bid that does not contain a price for each item may not be considered.

Payment will be made by the school system upon receipt of invoice, inspection, and acceptance by a designated employee of the Blount County Schools system.

The Blount County Board of Education reserves the right to reject any and all bids and to award the bid in a manner deemed to be in the best interests of the Blount County Schools system. In the event that any provisions of the bid award or written contracts emanating from the award is in conflict with Alabama's bid law, the bid award and resultant contract are declared null and void.

The vendor's representative must complete and sign the attached Itemized List Bid Proposal form, Vendor Certification page, and the form titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Transactions."

Envelopes containing bids should be sealed and clearly marked on the outside, **CNP Bid 2025-04** due **Monday, March 31, 2025 at 11:45 AM.**

Bids should be mailed to Megan Mitchell, Child Nutrition Program Director, Blount County Board of Education, 415 5th Avenue East, Oneonta AL, 35121.

GENERAL INSTRUCTIONS TO BIDDERS

Listed below are instructions to bid on this project for the Child Nutrition Program of Blount County Schools:

1. All bid quotations shall include delivery under conditions specified. Bidder shall be responsible for removal of existing equipment – if applicable, disposal of said equipment, installation of all new equipment, and final connections; unless otherwise noted in Specification Installation Guidelines.
2. Sealed bids may be mailed to: Megan Mitchell, Child Nutrition Program Director, Blount County Board of Education, 415 5th Avenue East, Oneonta AL, 35121.
3. No oral, telegraphic, or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to be fully informed as to all conditions and limitations.
4. Unit Cost prices are not to exceed two decimal places. The decision of the Blount County Board of Education will be final on any question of pricing.
5. USDA regulations prohibit schools from paying service charges and/or interest. Vendors are thus prohibited from making such charges.
6. The bid will be awarded to the most responsible bidder meeting all requirements of the identifications listed herein.
7. It is the intent of Blount County Schools to award the bid as a total package bid award; however, the Board reserves the right to award the bid in any manner which will best serve the needs of Blount County Schools.
8. By submitting bids, all vendors agree to and accept the provisions of the specifications and considerations.
9. Any requests for substitutions to the items listed in this Invitation to Bid must be received and approved by the CNP Director by **Monday, March 31, 2025**. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. A copy of any approved substitutions will be sent to all vendors in an amendment.
10. All bids submitted must be valid for a minimum of 60 days after the bid opening date. Equipment to be delivered within 90 days from the date of the issuance of the purchase order.

Blount County Schools Child Nutrition Program
Dishwasher/Dishwashing Station, Hayden Primary School
Bid 2025-04

11. The Initial Contract Term shall continue in effect from the effective date for a one-year period and shall expire on the last day of the Contract Term unless the Blount County Board of Education and the successful bidder mutually agree to exercise the contract extension option. Upon mutual agreement, both Parties may elect to extend the initial contract term for a period of up to 4 years, in one-year increments. Such extension(s) shall be contingent on successful bidder's consent to honor its original bid prices pursuant to all terms, conditions, and stipulations specified herein. Contract Extension(s) shall be subject to Blount County Board of Education approval prior to the Contract Term's Expiration Date.
12. The Blount County Board of Education reserves the right to terminate the contract award for non-performance or a material breach of stipulated terms and conditions set forth in this Invitation to Bid. In the event a contract is terminated for non-performance, the Blount County Board of Education reserves the right to award this bid to the next Lowest Responsible Bidder pursuant in accordance with Alabama Code Section 16-13B-1 et. seq (Alabama Competitive Bid Law). Procedures for termination of contracts.
1. Verification. Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached. GPPB Resolution No. 018-2004 dated December 22, 2004, Annex "A" Page 4 of 6 Annex "A"
2. Notice to Terminate. Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate contracts only by a written notice to the Supplier/Contractor conveying the termination of the contract. The notice shall state: a) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same; b) the extent of termination, whether in whole or in part; c) an instruction to the Supplier/Contractor/Consultant to show cause as to why the contract should not be terminated; and d) special instructions of the Procuring Entity, if any. The Notice to Terminate shall be accompanied by a copy of the Verified Report.
3. Show Cause. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier/Contractor/Consultant shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Supplier/Contractor/Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract.
13. The successful bidder must provide a copy of their current Blount County business license, if applicable, before the bid can officially be awarded by the Blount County Board of Education.
14. The successful bidder to deliver, uncrate, install and remove crating.
15. All prices submitted in this proposal are to be delivered prices and shall not include any state or local taxes. Blount County Schools is not liable for Federal Excise or State Sales Tax.
16. Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to the destinations provide.
17. A schedule of delivery and installation will be developed with the successful bidder that will meet the requirements of the school Child Nutrition Program.

**Blount County Schools Child Nutrition Program
Dishwasher/Dishwashing Station, Hayden Primary School
Bid 2025-04**

18. The successful bidder will be responsible for any damage to the buildings and grounds that are a direct result of carelessness/negligence of the delivery person.
19. Contractor must agree to comply with all applicable standards, orders, or regulations issued pursuant to the following:
 - Clean Air Act (42 U.S.C. 7401-7671q)
 - Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387)
 - Buy American Provision (7 CFR §210.21)
 - Equal Employment Opportunity (41 CFR §60)
 - Davis-Bacon Act (40 U.S.C. 3141-3148)
 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
 - Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2)
 - Debarment and Suspension (Executive Orders 12549 and 12689)
 - Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
 - Procurement of Recovered Materials (See §200.322)
 - Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)
20. All bidders must make a proposal in accordance with the requirements and specifications and on the enclosed proposal form, or the bid will not be considered.
21. Blount County Schools may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
22. Bids delivered in Federal Express, UPS, or any other 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 the deliverer’s envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
23. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid, delivered to the various destinations, in amounts ordered.
24. Blount County Schools reserves the privilege to re-bid or re-negotiate any item(s) if price(s) are beyond the amount anticipated or negotiations are unsatisfactory.
25. All inquiries regarding this Invitation to Bid shall be directed to the CNP Director:
Megan Mitchell, Child Nutrition Program Director, Blount County Board of Education, 415 5th Avenue East, Oneonta AL, 35121, 205-775-1654 or mmmitchell@blountboe.net.

26. NON-DISCRIMINATION STATEMENT:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

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

2. fax: (833) 256-1665 or (202) 690-7442; or

3. email: Program.Intake@usda.gov

This institution is an equal opportunity provider.

VENDOR CERTIFICATION

In compliance with your invitation to bid on the items listed in this bid document, the undersigned proposes to furnish Blount County Schools **New Dishwasher / Dishwashing Station** in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Megan Mitchell, CNP Director
Blount County Board of Education
415 5th Avenue East
Oneonta, Alabama 35121

Bids will be opened **Monday, March 31, 2025 at 11:45 AM at the Blount County Board of Education.** The Blount County Schools Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. The entire bid will be awarded to one vendor.

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in the attached Invitation to Bid specifications.

Signature: _____

Type or Print Name: _____

Title: _____

Date Submitted: _____

Name of Company: _____

Mailing Address: _____

Telephone: _____

E-mail address: _____

The following items should be attached to the completed bid:

- ✓ Certificate of Liability Insurance
- ✓ Completed and signed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form
- ✓ Completed and signed Affidavit of Alabama Immigration Compliance signature page
- ✓ Completed and signed Notice of Alabama Immigration Law Compliance - Subcontractor; if applicable
- ✓ E-Verify Memorandum of Understanding or explanation of exemption and signature
- ✓ Vendor Certification
- ✓ Notarized Bid Proposal Form
- ✓ Copy of Blount County Business License; if applicable

Vendor should retain copy of completed bid for their company's records.

Bid Proposal Form

NEW – Dishwasher / Dishwashing Station – Hayden Primary School

TOTAL BID AMOUNT: _____

Vendor: _____

Contact Person (please print): _____

Telephone: _____

Signature: _____

Date: _____

THIS BID MUST BE
NOTARIZED _____ Day of _____, 2023

Notary Public

ALABAMA STATE LICENSE NO. _____

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, 7CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary 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 Number or Project Name

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

Signature

Date

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, continued Instructions for Certification

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into a transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "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 the rules implementing Executive Order 12549. You may contact the department or agency to whom this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 determined the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

**Blount County Schools Child Nutrition Program
Dishwasher/Dishwashing Station, Hayden Primary School
Bid 2025-04**

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 confining 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 _____.

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 _____

TO BE RETURNED TO THE BLOUNT BOARD OF EDUCATION

**Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the Blount
County Board of Education**

As a Contractor to the Blount County 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.

Under the law, every prospective contract entered into by the Board 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 I-9 requirements or fails to use E-Verify (if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program (if required) prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

Blount County Schools Child Nutrition Program
Dishwasher/Dishwashing Station, Hayden Primary School
Bid 2025-04

To the extent that either there is no formal written contract between the Board and the Contractor (such as where business is conducted by purchase order), or if the parties neglect or fail to include the above language in a formal written contract, this document shall serve as the Alabama Immigration Compliance Contract and the provisions set forth shall apply fully to the Contractor.

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

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

Please execute and return to the Blount County Board of Education within the next 10 days

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE -SUBCONTRACTOR

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 the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a 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 subcontractor), 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 Fonn 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 _____. 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

To be returned to the Contractor or Grantee of the Blount County Board of Education.

Bid Packet Checklist

These items must be included in the Bid Proposal Packet in order for the bid to be officially awarded by the Blount County Board of Education.

- ☐ Certificate of Liability Insurance
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Affidavit of Immigration Compliance
- ☐ Affidavit of Alabama Immigration Compliance-Subcontractor (if applicable)
- ☐ E-Verify Memorandum of Understanding
- ☐ Vendor Certification
- ☐ Notarized Bid Proposal Form
- ☐ Blount County Business License; if applicable.

BLOUNT COUNTY SCHOOLS

BID OPENING

**Item: Dishwasher / Dishwashing Station
Hayden Primary School**

**Location: Blount County Board of Education
CNP Office**

March 31, 2025 / 11:45 AM

Bid 2025-04