



Boaz City Schools

126 Newt Parker Drive • Boaz, Alabama 35957
Phone: 256-593-8180 • Fax: 256-593-8181 • thaynie@boazk12.org

G. Todd Haynie, PhD,
Superintendent

March 20, 2025

Bid: #003-FY2025/26

Dear Sir or Madam:

Sealed proposals will be received by the Boaz City School System until 9 AM, Friday, April 11, 2025 at which time they will be publicly opened and read for the purchase of foodservice equipment for the Boaz City School System Child Nutrition Program. Please return your bid in a sealed envelope to the address below:

*Brandy Tarvin, Child Nutrition Program Director
Boaz City School System
126 Newt Parker Drive
Boaz, AL 35957*

The specifications and bid information attached should be read carefully. Prices should be extended and totaled to arrive at the "Total Bid" price. The Boaz City School System requires that all bidders must furnish a bid bond on any contract exceeding \$10,000. Therefore, a bid bond or cashier's check for 5% of the total bid **must accompany** the bid proposal. All bidders must respond on the enclosed Bidder Response Form properly executed. No other response is acceptable. **The attached immigration packet must be completed and returned at the time of the bid opening in order to be awarded the bid.** The Boaz City School System reserves the right to reject any and/or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. The school system also reserves the right to award this as a total bid or to award by item. If you have any questions concerning this bid, please contact Mrs. Brandy Tarvin, CNP Director, at (256)593-8180.

Sincerely,

Brandy Tarvin, RD, LD, SNS
Child Nutrition Program Director

Boaz City School System
Child Nutrition Program Equipment Bid

March 20, 2025

Bid #003-FY2025/26

Bidders are requested to retain these instructions, conditions, and specifications for future reference.

1. General Information

- A. All bidders must use the provided proposal form for submitting their bid.
- B. All bids must be sealed and clearly marked on outer envelope as: **Boaz City Schools, Bid #003-FY25/26, CNP Equipment Bid, Attention: Brandy Tarvin.**
- C. Late bids will not be opened.
- D. Bids will not include sales tax or federal excise taxes.
- E. Records showing the successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
- F. The policy of the Boaz City School System is not to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder.
- G. Requests for approval of preapproved equals should be submitted in writing to Brandy Tarvin, CNP Director, via email at btarvin@boazk12.org by April 1, 2025 at 9 AM.

2. Disqualification of Bids

- A. Failure to mark the envelope as required.
- B. Failure to sign the bid document.
- C. Failure to include requested information or other details of the bid.
- D. Failure to include bid bond.
- E. Failure to sign and include Debarment and Suspension certificate.
- F. Failure to include immigration packet.

3. Method of Award

- A. The intention of the Boaz City School System is to award the bid to meet the best interest of the school district. The system reserves the right to award this bid based on individual items or the total of all items taken as a whole or the combination of any items.
- B. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor's bid will be considered unacceptable.

C. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.

4. Contract and Pricing

- A. This bid contract consists of the attached letter, instructions, specifications and the Request for Proposal forms.
- B. Prices are to be “net” prices and should be quoted by the “unit” indicated on the Request for Proposal forms. Unit prices should be extended as indicated.

5. Delivery, Installation, Startup and Training

- A. For safety purposes, delivery personnel should have proper identification including company/picture ID badge and preferably company uniform.
- B. Vendor or vendor employees are to adhere to all applicable school district regulations while on the property of Boaz City Schools, including no smoking, no weapons and drug free policies.
- C. Delivery time and installation time of awarded bid equipment is to be agreed upon by CNP Director, vendor and manufacturer/factory installer upon awarding of bid.
- D. All items shall be delivered to the Boaz City Schools to the designated schools as follows in the bid document. Prices bid shall include delivery, turn key installation, operational check and staff training including demonstration.
- E. The vendor to be responsible for all installation. Installation to be completed in full by factory trained/authorized service representatives. Representatives must be trained and authorized by the manufacturer of the equipment bidded. Successful bidder to coordinate delivery and installation with both CNP Director and manufacturer/installer including delivery of equipment to specified address, unload and uncrate for installer removing all debris and cleaning equipment.
- F. Installer to set equipment in place and make all final utility connections. Installer will perform startup and demonstration of equipment.
- G. Staff training and demonstration on proper operations, cleaning and maintenance to be completed by manufacturer representative. Staff training to include both Child Nutrition and maintenance staff.

6. Termination of Contract

Failure on the part of the school system or the contractor to comply with the provisions of this contract may result in contract termination.

- A. Each party shall follow the procedure outlined below if a 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 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.
- B. In the event that the physical facilities of the contractor are destroyed, the contractor will not be held liable by the school system. The contractor may not be held liable for the terms of the contract should normal fulfillment of the contract be disputed

by an organized labor strike. The credibility of any such labor disruption claim should be verified by the school system before allowing the termination of the contract.

7. Additional Information

- A. If a bid item differs in any way from the bid specifications, the bidder must list the differences on the bid proposal form. If no exceptions are listed on the bid, it will be presumed that the bidder proposes to meet the specifications in every respect.
- B. Any modifications to the bid request will be posted on the Boaz City School webpage www.boazk12.org. It is the responsibility of the vendor to check for modifications.
- C. The attached immigration packet must be completed and returned at the time of the bid opening. **The immigration packet must be completed and returned at the time of the bid opening in order to be awarded the bid.**
- D. Vendors will be in compliance with the Jessica Lunsford Act.
- E. The intent of the Boaz City School System is to be in compliance with the Buy American provision in our Child Nutrition Program. We will purchase domestic products that are produced and processed in the United States. We will allow for only limited exceptions when domestic products are unavailable or prohibitively costly and only when preapproved by the system.
- F. BCSS reserves the right to purchase additional quantities of bidded items at the bid prices for the duration of the 2025-2026.
- G. All bidding vendors will be notified of bid award via written notice after board approval of bid.

USDA Non-Discrimination Statement

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

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, 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".

STATEMENT OF BIDDER

We are in a position to furnish the items at the prices shown and can make shipment within ____ days after receipt of the order. I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to fix prices or to refrain from bidding.

Total Price of Bid: _____

This bid must be notarized:

Firm: _____
By: _____
(Signature in Ink Only)

Address: _____
Address: _____
Telephone: _____
Date: _____

Sworn to and subscribed before me this ____ day of _____, 2025.

Notary Public: _____

My Commission Expires: _____

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 125-19, 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 INSTRUCTION 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 Number or Project Name

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

Signature(s)

Date

Instruction 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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 125-19. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tire 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 transaction 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.



Boaz City Schools

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Phone: 256-593-8180 • Fax: 256-593-8181 • thaynie@boazk12.org

G. Todd Haynie, PhD,
Superintendent

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of Local Board of Education

As a Contractor to the 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.

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 Boaz City Board of Education within the next 10 days.

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

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor 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 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 regulation, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA.CODE § 31-13-9 (c) and (d).

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

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 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

To be returned to the **Boaz City Board of Education.**

**Equipment Vendor List
2025 List**

BRESCO

Attn: George Tobia, Jennifer Cabannis
2428 6th Avenue South
Birmingham, AL 35203
Phone: 800-344-2455
Fax: 205-323-8630

Dyke's Restaurant Supply, Inc.

Attn: Bid Dept
P.O. Box 5100
Huntsville, AL 35814
Phone: 800-221-0115
Fax: 256-721-1365

Hawk, Inc.

Attn: Bid Dept
PO Box 241247
Montgomery, AL 36124
Phone: 334-271-1150
Fax: 334-271-4294

Hotel & Restaurant Supply

Attn: Keith McCormick, Bid Dept
501 Martin Luther King Jr. Boulevard
Northport, AL 35476
(205) 409-0097

**Boaz City School System
Child Nutrition Program Equipment Bid
Proposal Form**

	Item Specifications	Quantity	Unit Price	Extended Price
1.	Vulcan Gas Boilerless Combi Oven, ABC 7G-NAT Model or Preapproved Equal a. Gas, Boilerless, 7 level full size combi, natural gas. b. Electrical: 120v, 1 ph, 15 amps, NEMA 5-15. c. Stainless steel cavity, top sides, and fully insulated. d. Three knob design, no modes, only temperature, time and humidity. e. Humidity level control automatically adjusts after setting temperature. f. Multiple cooking capabilities from one piece of equipment. g. Auto-reversing fan with electrical braking system on fan motor. h. LED displays for temperature, time and humidity controls. i. Timer reloads for batch cooking after completion of timed cycle. j. Halogen door light behind heat reflective inner glass. k. (6) Stainless steel Grab N Go racks with cutout design. Max capacity (7) 18 x 26 pans or (14) 12 x 20 pans. Per combi oven. l. Machine diagnostics accessed thru controls or via USB. m. Cool to touch & energy efficient heat reflective tempered glass door. n. Spray hose kit, includes spray handle, 8 ft. stainless steel braided hose and mounting hardware. o. ABC stand. p. Water filtration system—Single Hollow Carbon Filtration w/30,000 gallon capacity.	2		

	q. Gas flex hose and quick disconnect with restraining device. r. Warranty: 2 year extended limited parts and labor warranty contract. s. Delivery, uncrate, set in place, level, remove film from all stainless steel, remove crating, turn key installation, new equipment checkout/startup inspection service and staff training by factory authorized service agent included. Water filter system to be installed at time of equipment installation. Delivery/Install to be to Boaz Elementary and Boaz Middle School t. All final electrical and plumbing connections to be completed with installation.			
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**Boaz City School System
Child Nutrition Program Equipment Bid
Proposal Form**

Item #	Item Specifications	Quantity	Unit Price	Extended Price
2.	Traulsen RHT132WUT-FHS Reach In Refrigerator or preapproved equal a. One Compartment, Self Contained, Reach In Refrigerator. b. Electrical: 115v/60/1 ph, 7.6 amps, with cord and NEMA 5-15P. c. Stay Clear Condenser Coil. d. Full height stainless steel door. e. Door hinging to be standard. f. Santoprene EZ-Glass Gaskets. g. Microprocessor controls. h. 13 Universal Tray Slides. i. Casters. j. Warranty: Six year service/labor and seven year compressor warranty, standard. k. Energy Star Rated. l. Dealer to be responsible for delivery, uncrating, set in place, leveling, installing shelves, removal of crate and removal of film. m. Delivery to be to Boaz Elementary and Boaz Intermediate Schools. n. All units are to be started up and verified to be cooling properly.	2		

**Boaz City School System
Child Nutrition Program Equipment Bid
Proposal Form**

Item #	Item Specifications	Quantity	Unit Price	Extended Price
3.	Traulsen RHT132WPUT-FHS/FHG Pass Thru Refrigerator or pre-approved equal a. One Compartment, Self-Contained, Pass-thru Refrigerated Cabinet. b. Electrical: 115v/60/1 ph, 7.6 amps with cord and NEMA 5-15P. c. Full height glass doors on control side, operator side. d. Full height stainless steel doors on customer side. e. Door hinging – standard. f. Stainless Steel Exterior and Interior. g. 29 7/8" Length, 32" Depth, 83 7/16" Height h. Santoprene gaskets. i. Microprocessor controls j. 13 each universal tray slides. k. Casters. l. Warranty: Six year parts/labor and seven year compressor warranty – standard. m. Dealer to be responsible for delivery, uncrating, set in place, leveling, installing shelves, removal of crate and removal of film. n. Unit to be started up and verified to be cooling properly. o. Delivery to Boaz High School. No loading dock available at this kitchen.	1		

**Boaz City School System
Child Nutrition Program Equipment Bid
Proposal Form**

Item #	Item Specifications	Quantity	Unit Price	Extended Price
4.	F.W.E. MTU-12 Holding/Warming Cabinet or preapproved equal a. Heated holding cabinet to have build in humidified holding system with both humidity and temperature controls. b. Electrical: 120v with cord and plug, NEMA 5-15P. c. Full height door. d. Removable 12x20x2.5" deep humidity pan in the base of unit. e. Capacity – 12 sheet pans or 24 hotel pans (2.5" deep) with universal pan slides. f. Cabinet to be made with fully welded stainless steel construction. Fully welded tubular base frame for extra support and rigidity. g. Heavy duty casters. h. Magnetic work flow door handles. i. Fully insulated cabinet through out. j. Energy Star rated. k. Warranty: 1 year labor and 2 year parts warranty. l. Dealer to dealer, uncrate, set in place, level, remove laser film from all stainless steel and remove crating from the premises. m. Unit to be started up and verified to be warming properly. n. Unit to be delivered to BMS.	1		

Total Bid Amount (Items 1-4) :

\$ _____

Equipment delivery to schools should be scheduled with Mrs. Brandy Tarvin once bid approved and prior to day of delivery. Delivery will be made to each individual school kitchen. Boaz Elementary is located at 362 Collier Street, Boaz, AL 35957. The kitchen and loading dock is located at the back of the school building. Boaz Intermediate is located at 11 Newt Parker Drive, Boaz, AL 35957. The kitchen and loading dock is located at the back of the school building. There is an attached map that indicates the location of Boaz Intermediate School, Boaz Middle School and Boaz High School. BMS is located at 140 Newt Parker Drive. The kitchen is located at the back of the building and the loading dock is adjacent to kitchen. Boaz High School is located at 907 Brown St, Boaz, AL 35957, however the cafeteria is a freestanding building located on the street behind Brown Street. The location is marked on attached map. There is NO loading dock available at BHS Cafeteria. Please contact Mrs. Tarvin with delivery questions.

**Boaz City School System
Child Nutrition Program
Bid Opening**

**CNP Equipment Bid
Bid: #003—FY2025/2026**

**April 11, 2025
9 AM**

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart C—Requirements for School Food Authority Participation §210.16 Food service management companies

(d) The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents for non-Federal entity.

(e) 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.

(f) The contract may be terminated by the County with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability of the county for damages sustained by virtue of a breach by the contractor.

(g) See Board Policy for Code of Conduct.

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 produced in the United States.

(2) Requirement.

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

(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.

Brown Street

Darnell Street

Seay Avenue

Highland Street

Newt Parker Drive

Butler Avenue

US Hwy 431

L.F. Corley
Stadium

Boaz
Middle
School

BCS
Central
Office

Pirate
Gym

Tennis
Courts

Boaz High School

BHS
Cafeteria

Boaz
Intermediate
School

