

ST. CLAIR COUNTY SCHOOL SYSTEM

INVITATION TO BID

Date: June 26, 2025

SUBMIT TO:

St. Clair County Schools  
CNP Director, Stephanie Watson  
410 Roy Drive  
Ashville, Alabama 35953

Bid Number: **SCC CNP 25/26-01**

Bid Title: **Equipment Repair and Preventative Maintenance**

Bid Opening Date & Time: **July 14, 2025 10:00 A.M.**

Vendors who do not wish to respond to a bid are not required to do so; however, vendors not responding and/or submitting a "no bid" response to three consecutive invitations to bid for the requested commodity may be removed from bidder's list.

**VENDOR INFORMATION**

Company Submitting Bid:

Complete Mailing Address:

Telephone No.

Fax No.

Website:

Email:

Tax ID:

MINORITY BUSINESS ENTERPRISE TYPE: \_\_\_\_\_ (M1) Black American Male (M2) Hispanic American (M3) Asian American (M4) Native American (M5) Native Hawaiian (M6) Small Business (M7) Disabled (M8) American Woman (M9) Black American Woman (M10) Non-Minority (M11) Other

**Certificate of Independent Price Determination**

I certify that this bid is made without prior understanding, agreement, or connection with any other company or person and in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign this ITB for the company submitting it.

\_\_\_\_\_  
Officer's Authorized Signature

\_\_\_\_\_  
Printed Officer's Name and Title

TO BE RESPONSIVE, SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY SUBMITTING THIS BID IS REQUIRED

Authorized Signature

\_\_\_\_\_  
Dr. Justin Burns  
Superintendent, St. Clair County Schools

## GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

**Purpose:** Establish an agreement for the repair and preventative maintenance of SCCBOE owned equipment for one calendar year. All questions should be directed, in writing, to Stephanie Watson, Child Nutrition Director, 410 Roy Drive, Ashville, AL. 35953 or [stephanie.watson@sccboe.org](mailto:stephanie.watson@sccboe.org)

### Tentative Timeline

Date	Item, Location, and Time
06/26/2025	ITB Advertised and Released (distributed)
07/14/2025	Bids Due and Opened at 10:00 A.M.
	Deliver to 410 Roy Drive, Ashville, AL, 35953 10:00 a.m.
	Formal bid opening will be held at 410 Roy Drive, Ashville, AL 35953
	Please boldly indicate the bid number (SCC CNP25/26-01 Equipment Repair and Preventative Maintenance) on the outside of the sealed bid envelope to assist the board with internal identification.
07/15/2025	Recommendation Submitted for Board Approval
07/16/2025	Award Notification Mailed/Emailed

### **A BID BOND IS NOT REQUIRED FOR THIS BID.**

#### **Specific Requirements & General Conditions:**

The specifications contained in this packet should be read carefully. All information requested should accompany the bid documents to prevent disqualification. Failure to include the requested information could result in the packet being declared non-responsive and disqualified. All bids must comply with the Alabama State Bid Law.

#### **General Information**

- The vendor must submit all forms required as stated to the bid.
- Specifications, conditions, and instructions are in addition to and are part of the instructions and conditions that appear on the printed St. Clair County Board of Education Bid Form and shall govern the selection of the items listed.
- All bids must be signed by an authorized representative.
- Any necessary amendments to the bid will be posted at [www.sccboe.org](http://www.sccboe.org) While the St. Clair County Board of Education will make all efforts to communicate any amendments, monitoring the web page for changes will be considered the bidders responsibility.
- Bids must include a Certificate of Liability Insurance (COI) in the minimum amount of \$1,000,000.00 and a Workman's Compensation Certificate.
- Vendors wishing to bid shall have a minimum of three (3) years' experience conducting business under the same firm name in which the bid is submitted. Joint ventures contracts are discouraged and will not be considered.
- Vendors must hold a business license for the State, County, and City in which work is conducted.
- Bids may be withdrawn prior to the deadline listed; however, a bid may not be withdrawn or changed after the envelope has been opened.
- Costs incurred by the vendor to respond to this solicitation will be wholly the responsibility of the bidder. All copies and contents of the bid, attachments, and explanations there to submitted in response to the Invitation to Bid, except Copyrighted materials, shall become the property of the St. Clair County Board of Education.
- The St. Clair County Board of Education is not responsible for delays caused by carriers such as but not limited to: Air Courier, Private Delivery, Messenger Service, USPS, or internal mail delivery systems of the SCCBOE. Vendors are encouraged to call Stephanie Watson, 205-594-2022 to ensure mailed bids have arrived. Similarly, St. Clair County Board of Education is not responsible for, and will not

open any bid responses received later than the date and time indicated. **LATE BIDS WILL BE RETAINED IN THE FILE IN UNOPENED CONDITION**

- Bids must be printed in ink and will not be accepted if in pencil or other writing utensil.
- All bid envelopes must be sealed and marked with the following information: Bid#, Name of the Bid, Opening Date & Time, and Company Name.
- **In accordance with Alabama State Law, Section 39-3-5 the SCCBOE will adhere to the following:**
  - (a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-3-5, be they corporate, individual, or partnership, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
  - (b) A summary of this law shall be made as part of the advertised specifications of all projects affected by this law.

### **Tax Exemption**

- The St. Clair County Board of Education is tax exempt under State and Federal law. Bids will not include State Sales Tax, Federal Excise Taxes, or any other unexpected fee.
- Vendors are responsible for all applicable payroll taxes, benefit costs, and workers compensation as required by law.

### **Omissions**

- Vendors having received a Letter of Termination at any time from the St. Clair County Board of Education will automatically be disqualified from the bidding process.
- If the submitted bid differs in any way from the specifications set forth in this Invitation to Bid, the bidding party must list the differences on the proposal form explaining exactly where/how the services deviate from stated specifications.
- If no exceptions are listed, it will be presumed the proposal meets the specifications in every respect; and if awarded the contract, performance on this basis will be required.

### **Disqualification of Bid**

- Failure to mark the envelope as required.
- Failure to include requested information or other details of the bid.
- Excessive errors.
- Failure to complete Bid Form for Alabama Immigration Law Compliance and include, return the appropriate documents. This document **MUST** be included!
- Failure to have an original signature on the bid form. Fax copies will not be considered.
- Failure to include the acknowledgement of any addendum forms. (If applicable)
- The bid shall not be altered by the bidder in any way. All changes from the requirements set forth by the SCCBOE shall be specified. Failure to abide by the requirements may result in the bid being rejected.

### **Pre-Proposal Inspection**

- All proposals are awarded with the understanding that the contractor is acquainted with all the requirements of the service agreement.
- The contractor shall be aware of the conditions of the schools, obstructions, elevations, and other factors necessary for carrying out the scope of work.

- The contractor shall not at any time after the submission of a proposal make a claim based on insufficient data or a misunderstanding of the requirements, nature, conditions, or extent of the work under the contract.
- No allowances or extra payment will be made to the contractor due to error or oversight on the part of the Vendor.
- On-site pre-inspection should be coordinated with the building Principal and/or CNP Director.
- The bidder shall complete a thorough inspection and be familiar with the work performed and areas to maintain. Questions regarding the scope of work shall be directed to Stephanie Watson at 205-594-2020 or [stephanie.watson@sccboe.org](mailto:stephanie.watson@sccboe.org)

### **Pricing and Quantity**

- Prices are to be quoted by the unit as described in the bid information.
- The SCCBOE shall be notified immediately regarding any manufacturer price decrease on items included in the contract. The SCCBOE shall receive the decrease as soon as possible in accordance with the written notification from the contract vendor.
- The St. Clair County Board of Education reserves the right to re-bid any item(s) if price fluctuations are beyond the amount anticipated or the negotiations are unsatisfactory.
- All prices and other terms of the bid shall be firm for a period of sixty (60) days from the date of the bid opening. All bids must be submitted in ink.
- Prices offered on the bid proposal shall be firm and shall not deviate from the agreement price once accepted by the St. Clair County Board of Education.
- The bidder agrees that the St. Clair County Board of Education will receive any undelivered materials for the contract.

### **Cash Allowances**

This agreement provides for no cash allowances or advances for materials, labor, etc. for bid work.

### **Invoice Payments**

The awarded vendor will submit the signed invoice(s) upon completion of each job to:

St. Clair County Board of Education, Child Nutrition Program, 410 Roy Drive, Ashville, AL 35953, or emailed to the Administrative Assistant to the Child Nutrition Program. Email address provided after bid award.

- Invoices are paid net 30 days from receipt of the signed invoice.
- All invoices must include an invoice number, date, date of service, purchase order number, fixed asset number of the equipment serviced (provided by CNP Manager during service call), manufacturer, model and serial number of the unit being serviced, detailed description of service provided, and the total amount due.

### **Immigration Law Compliance**

- Vendors must provide proof of enrollment in E-Verify as a condition for the contract's award. Failure to submit a Memorandum of Understanding with the bid could eliminate your bid from consideration.
- By signing the contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damage resulting, therefore.

### **Disclosure Statement**

- If any owner, officer, partner, board of director member, employee, or holder of more than five (5%) percent of the fair market value of the Bidder's firm or any member of their households is an employee of SCCBOE, this information must be included in the solicitation response. Failure to disclose this information in the response may result in the elimination of your bid from consideration.

- The Disclosure Statement referring to the relationship between the bidder and employees/officials of the SCCBOE, furnished with this Invitation to Bid, must be submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.
- If any owner, officer, partner, board, director member, employee, or holder of more than five (5%) percent of their market value of the Bidder's firm or any member of their households is an employee of the SCCBOE; and the bidder's firm is awarded a contract into, the bidder agrees to file a copy of the contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the SCCBOE furnish evidence of such filing.

**Insurance:** The successful bidder shall take out and maintain during the life of this agreement comprehensive general liability and comprehensive automobile liability insurance as shall protect the bidder from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him/her. The St. Clair County School System and its employees shall be named as additional insured, and a certificate of insurance shall be provided by the successful bidder. The amount of such insurance shall be the minimum limits as follows:

- A. Comprehensive General Liability Coverage, Bodily Injury & Property Damage.  
\$1,000,000.00 Each Occurrence, Combined Single Limit
- B. Automobile Liability Coverage, Bodily Injury & Property Damage.  
\$1,000,000.00 Each Occurrence, Combined Single Limit
- C. Workers' Compensation as required by the State of Alabama.

If a contract shall result from this bid, the bidder shall maintain such insurance as will indemnify and hold harmless the St. Clair County Board of Education from Workmen's Compensation and Public Liability claims for property and personal injury including death which may occur from the bidders' operations under this contract, or by anyone directly or indirectly employed by such.

#### **Hold Harmless and Indemnification:**

Contracting party agrees to indemnify, hold harmless and defend the St. Clair County Board of Education, its elected officers, employees, past and present, its employees and agents, past and present, (hereinafter referred to in the paragraph collectively as "SCCBOE"), from and against any and all claims, damages, losses, judgements, liens, penalties, interest, and expenses, including but not limited to court costs and attorneys' fees, for liability claimed against or imposed upon SCCBOE because of bodily injury, death, or property damages, real or persona, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement. The bidders performance and failure to perform any obligations contained in this document, the inaccuracy of any representations or warranties of the bidder, contained herein; negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence or Integrator, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement or arising out of Workers Compensation claims, Unemployment Compensation Claims, or Unemployment Disability claims of employees of company and/or its subcontractors or claims under similar such law or obligations, the payment or non-payment of any taxes relating to any monies paid to the bidder pursuant to this Agreement, the foregoing provisions, and all liabilities of the bidder hereunder, shall survive the termination of this Agreement. Company obligations under this Agreement shall not extend to any liability caused by the sole negligence of the SCCBOE, or its employees.

#### **General Litigation Disclosure**

The bidder must communicate any pending, contemplated, or ongoing administrative or judicial proceedings material to the bidder's business, finances, or products including, but not limited to, any litigation, consent orders, debarment, or contracts with any local, state, or federal regulatory agency issued to the bidder or to any parent or subsidiary.

### **Cancellations/Terminations**

- No item(s) in the bid is to be cancelled without prior consent of the St. Clair County Board of Education.
- The St. Clair County Board of Education has the right to terminate this contract at any time for any reason with a thirty (30) day written notice.

The performance of the work or services under a contract resulting from this solicitation may be terminated in whole or part whenever the Superintendent, CSFO or SCCBOE designee shall deem the termination is in the best interest of the SCCBOE. In such an event, the SCCBOE shall be liable only for payment in accordance with the payment provision of the contract for work or services performed or furnished prior to the effective date of termination.

- Termination shall become effective by delivery to the contractor of written notice of termination upon which date the termination shall become effective.

### **Default**

- A. If at any time the vendor provides service that is not in accordance with the specifications, conditions, and instructions set forth by the St. Clair County Board of Education, without the consent of the School Board, such delivery shall constitute grounds for the cancellation of the contract and/or removal of the vendor from the St. Clair County schools mailing list for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the St. Clair County Board of Education shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases made by the St. Clair County Board of Education.

### **Service and Warranty**

Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during the contract. The bidder must include an explanation of warranty services if deemed necessary.

### **Contractor Responsibilities**

- a. Licenses: The contractor shall maintain all federal, state, and local licenses, & permits required for the lawful operation of the business conducted by the contractor.
- b. Safety Standards: The contractor shall comply with all current applicable Occupational Safety and Health Standards.
- c. Performance Interference: The contractor shall notify the Child Nutrition Director, Stephanie Watson – 205-594-2022 immediately of any occurrence of conditions that interfere with the full performance of the contract and confirm it in writing within twenty-four (24) hours.
- d. Evaluation of Service: The vendor shall perform quality inspections throughout the school year and meet with the CNP Director to discuss the project as needed.
- e. Review of Services: The vendor shall visit all sites to determine the scope of work before the bid opening. This bid will be based on the overall scope per school site. Site visits should be scheduled with Stephanie Watson by phone at 205-594-2022, or by email at [stephanie.watson@sccboe.org](mailto:stephanie.watson@sccboe.org).

### **Uninterrupted Services**

No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc. together with all normal means of ingress and egress to buildings and property will be allowed without the express permission of the principal or authorized designee of the St. Clair County Board of Education.

### **Standard of Quality**

The contractor should maintain an on-the-job workforce that will sufficiently complete work in a timely manner. The work shall be done so as not to interfere with normal school conduct. Every reasonable

action shall be taken to protect the safety of the stakeholders and employees of the St. Clair County Board of Education.

- All operations and materials shall be subject to inspection and approval from the owner. Any operations or materials that the owner thinks do not meet the specifications will be rejected and immediately removed from the site. Any work which, in the opinion of the owner, does not comply with the specifications set forth shall be stopped at once.
- The contractor shall not award any work to other subcontractors unless approved in writing by the SCCBOE.

### **METHOD OF AWARD**

- A. The Board intends to award the bid to meet the best interest of the St. Clair County Board of Education. It is not the intent of the Board to award the bid based on a low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, and past service experience are among the factors that may be considered in determining the responsible bidder.
- B. The Board reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are of a nature similar to that contemplated in this Bid.
- C. It is the intent of St Clair 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 St Clair County Schools.
- D. In determining the contractor to whom to make the award, the Board also reserves the rights to:
  - 1) reject the proposal of any bidder which, based on the Board's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract.
  - 2) reject the proposal of any contractor who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements.
  - 3) reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction.
  - 4) request that bidder present additional evidence that it has the ability and possesses the necessary facilities, financial or other resources and adequate insurance to comply with the terms of this bid and require that such evidence be presented within a specified time and to the reasonable satisfaction of the Board.
  - 5) disqualify a response because it is not complete, or the bidder failed to provide information requested in the Bidder Information materials; and
  - 6) accept or reject any or all bids, or any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.
- E. After the Bid opening, the Board may require a period of up to twenty (20) days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.
- F. The Board anticipates that it will make the award to the successful Contractor at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.
- G. In the event the successful bidder refuses to accept the requirements for all items without deviation, this vendor's bid will be considered non-responsive. In this case, the award may be made to the next low bidder meeting requirements and specifications.
- H. Award will be made based on hourly rate per technician, afterhours rate per hour, trip charge, or in any manner that will best serve the interests of the St. Clair County Board of Education.

- I. Records showing the successful bidder and prices quoted will be placed on file and may be viewed upon request. If the contract is awarded to a bidder other than the lowest bidder, a note of explanation will appear in the bid file.
- J. A post bid conference may be required to ensure compliance and capability of responsible bidder to complete requirements to bid.
- K. Bid awards are not official until approved by the St. Clair County Board of Education.
- L. If only one bid is received, thus creating a non-competitive bid, the bid may be rejected, negotiated, or extended by the bidding agent in such a manner as to obtain additional bids.
- M. The St. Clair County Board of Education reserves the right to accept or reject any or all bids. Any decision made on this basis will be considered final.
- N. The award will be made in accordance with Alabama State Bid Law.

### **CONTRACT PERIOD, RENEWAL, AND TERMINATION**

- A. The Equipment Service and Preventative Maintenance bid will have a contract period of August 1, 2025, through July 31, 2026. Beginning July 1, 2026, the Board may renew the bid contract for up to four (4) additional one (1) year renewals. The Board shall provide successful bidder notice of intent to renew at least sixty (60) days prior to the expiration of the current term.
- B. Failure on the part of the school system(s) or the contractor to comply with the provisions of this bid may result in contract termination. The Contract may terminate before the expiration of its then current term on occurrence of any of the following:
  - Termination for Cause by Board. If the Contractor fails to perform any material obligation in the Specifications, the Contract or elsewhere in the Bidder Information materials (a "Default"), the Board may terminate the Contract for cause on fourteen (14) days' advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the Contract or available by law that arises from a Default;
  - Termination for Cause by Contractor. If the Board does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days' advance written notice to the Board; provided that the Board shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause; and
  - Termination by Board on Grounds Stated in this bid. If the Contractor regularly does not comply with the terms and standards set forth, the Board may exercise its right to terminate the Contract as provided below in herein.
  - 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 was not resolved by given date.
    - Step 3: Issue letter to cancel contract.

### **SCOPE OF SERVICES:**

- A. This invitation to bid shall include Preventive Maintenance, Scheduled Maintenance and Critical Response.
- B. The contractor shall be prepared to provide a schedule for servicing each campus site. Contractors should use the service checklist described in GENERAL EQUIPMENT PREVENTIVE MAINTENANCE GUIDELINES as the starting point for preventive maintenance. Seasonal changeover service shall be performed when appropriate and/or as requested by the owner.



- C. Preventive maintenance that may disrupt service in the lunchroom may be delayed until Thanksgiving/Christmas holidays, spring break, next summer, or as approved by the CNP Director.
- D. Upon completion of preventative maintenance and future service calls, the contractor shall submit to the CNP Director a written report, like or using the attached Preventative Maintenance Work Order Report. This report, or any report submitted to the Board, shall identify the following information: date of service, fixed asset number of the equipment serviced (provided by CNP Manager during service call), model and serial number of the unit being serviced, detailed description of service provided, specific recommendations for any major repair or modifications needed to keep the equipment functioning properly, and/or recommendation for replacement.

#### **WORK HOURS:**

- A. Normal working hours for lunchroom staff should be from 6:00a.m. 2:00 p.m., Monday through Friday. All preventive maintenance service and non-emergency repairs shall be performed during normal working hours unless otherwise directed by the Board. Non-emergency repairs or maintenance should not be scheduled to be completed during hours qualifying for the after-hours rate.
- B. For security of the sites, service employees shall check in and out with the Board 's designated representative for access to the service locations during normal work hours.
- C. Work to be performed during non-working hours shall be coordinated with the CNP Director, as required.

#### **CONTRACTOR'S PERSONNEL:**

All services shall be performed by service technicians who are qualified through factory or other training to work on the specific brands and types of equipment to be repaired/serviced and are directly employed and supervised by the Contractor. Evidence of the stated qualifications shall be made available to the Board upon request. The Board reserves the right to reject the Contractor's service personnel who, in the Board's judgment, are not adequately qualified to perform the work. Service employees shall be appropriately licensed by the state and local jurisdictions to perform refrigeration equipment service and repair. The Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work.

#### **Background Check of Employees**

Upon request, any employee working at the school, who may have access to students, must provide a clear background check to the St. Clair County Board of Education. The type, frequency, and extent of the background check will be subject to specifications of the St. Clair County Board of Education.

#### **Dress Code Policy**

Each team member must always be professional and well-groomed in appearance. The vendor is responsible for ensuring their employees comply with the standards of this policy. Failure to dress appropriately may result in being sent home or cancellation of the contract after three (3) or more occurrences.

## **General Equipment Preventive Maintenance Guidelines**

The Contractor will provide the following maintenance services:

- General preventive maintenance service for all refrigeration and freezer equipment shall be scheduled semiannually or every 6 months. Summer and Winter
- Preventive Maintenance for all hot serving lines, hot standup units and all kitchen cooking equipment and hoods will include one summer-time maintenance service of all such equipment.
- Any needed repairs or potential problems discovered during routine maintenance will be reported to school system officials using the Preventive Maintenance Work Order Report.

### **Refrigeration/Freezer Equipment:**

The Preventative Maintenance Program shall include the maintenance of the Board's refrigeration equipment to ensure dependability. There shall be two (2) inspections each year. The contractor shall coordinate with the Board's designated contacts to arrange for the exact date of the refrigeration equipment service and inspections prior to scheduled events.

The two inspections shall include the following:

#### **Refrigeration Equipment (to include walk in refrigerators/freezers, reach in refrigerators/freezers, milk coolers and cold serving lines.**

1. Check with area personnel for any operation deficiencies.
2. Check unit for proper operations, interlocks and excessive noise or vibration, Note any deficiencies.
3. Visually inspect evaporator and condenser coils for damage, obstructions and cleanliness. Clean with a brush or vacuum.
4. Clean drains.
5. Pressure wash coils and fans with biodegradable coil cleaning solution.
6. Check the condition of and lubricate motors and/or shaft bearings.
7. Inspect electrical wiring, components and connections for signs of wear and overheating. Tighten connections.
8. Check operation of receiver heater and controls if applicable.
9. Check operation of refrigerant cycle pump down cycle, controls, refrigerant charge and oil level. Note any deficiencies.
10. Remove any loose debris or old parts around equipment. Notify the Food Service Department if excessive.
11. Visually inspect the condition of refrigerant piping, insulation and support. Note any deficiencies.
12. Check all operating controls, limits, safeties, interlocks, gauges and thermostats. Note any deficiencies.
13. Inspect all door hinges, gaskets and handles. Lubricate as required. Note needed hardware or gaskets.
14. Call or email central office contact about immediate repairs needed.

#### **Ice Making Equipment**

1. Change filters as required.
2. Check with area personnel for any operating concerns.
3. Remove access panel.
4. Check unit for proper operation and excessive noise or vibration.
5. Lubricate all moving parts, pivot points and fan motor.
6. Visually check for refrigerant, oil or water leaks.
7. Check water filter operation, Note deficiencies.
8. Check and clear ice machine draining system.
9. Clean condenser coil (air cooled equipment only.)
10. Check and tighten any loose screw type electrical connections.
11. Inspect door hinges, gaskets, and handles. Lubricate as required.
12. Reinstall access panel
13. Call or email central office contact about immediate repairs required.

Note If manufacturer's recommended service activities and frequency are different from those given above, the manufacturer's recommendations will control.

**Serving Lines. Hot stand-up units and warmers, all kitchen cooking equipment, and hoods:**

The Preventive Maintenance program will include one summer-time complete maintenance check on all hot cafeteria equipment:

1. Lubricate all motors and bearings
2. Check permanent filters.
3. Check any drain pans and lines
4. Check the thermostat and electrical controls, if required.
5. Check and tighten electrical controls.
6. Replace any worn and frayed connections and wires
7. Check the gas burner and adjust if required.
8. Inspect all door hinges, gaskets and handles. Lubricate as required. Note needed hardware or gaskets.
9. Inspect all gas lines for potential leaks.

**CAFETERIA EQUIPMENT REPAIR BEYOND REGULAR PREVENTIVE MAINTENANCE SERVICES****Scheduled/Unscheduled Non-Critical Repairs**

Scheduled/Unscheduled Non-Critical repairs shall include work that is beyond the scope of the Inspection/Preventative Maintenance Program as identified in above section. Repairs required will be detailed in writing by the Contractor and shall be approved by the designated Board representative prior to any work being performed and billed by the hourly rate and materials. Work shall be performed within ten (10) days of approval.

**Critical Response Repairs**

The contractor will provide an "on-call" critical response service, 24 hours per day, 365 days per year basis. Such critical response service is acknowledged as being "time is of the essence", and the Contractor shall provide such service with a 4-hour or less on-site response time. Contact information for afterhours critical response service to be provided to CNP Director after board approval.

**Method of Payment**

The contractor may invoice the Board as repairs and preventative maintenance is completed. The invoice should clearly delineate the cost of parts to ensure price markup complies with bid terms.

Scheduled/Unscheduled Non-Critical Repairs and Critical Response Repairs will be compensated for by the hourly rate and the cost of parts. The hourly rate is to include labor, profit, mileage, overhead and all other administrative costs. Fuel surcharges will not be allowed. Parts cost should include freight.

The contractor shall submit an itemized invoice at the completion of the work. The invoice shall include the purchase order number, description of service, dates of service, project location, parts invoice, and warranty information. The parts invoice should clearly delineate the cost of parts to ensure price markup follows the bid terms. A Board representative will verify the information before payment is processed. Payment will be issued within 30 days of receipt of the approved invoice. No payment will be made for partial services.

**Repair Parts**

The contractor should make every effort to secure parts at the lowest price possible by obtaining a minimum of 2 quotes on all replacement parts. Quotes made available to SCCBOE upon request. All replacement parts and/or fluids shall meet or exceed manufacturer's and/or OEM specifications. Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies or components offered to the Board under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.



## ST. CLAIR COUNTY LUNCHROOMS SITE LISTING FORM

**ASHVILLE HIGH SCHOOL 0010**

33215 U.S. HIGHWAY 231  
ASHVILLE, ALABAMA 35953  
PHONE: 205-594-4665

MANAGER: BREANNA NEEDHAM

ASST MANAGER: KEBRINA REYNOLDS

**MARGARET ELEMENTARY SCHOOL 0030**

200 MUSTANG DRIVE  
ODENVILLE, ALABAMA 35120  
PHONE: 205-629-6218

MANAGER: MAGEN COLLEY

ASSIST MANAGER: LYNN STEELE

**MOODY ELEMENTARY SCHOOL 0065**

1006 H.L. BLOCKER CIRCLE  
MOODY, ALABAMA 35004  
PHONE: 205-640-2193

MANAGER: JESSICA MATHIS

ASSIST MANAGER: LAUREN CAUSEY

**MOODY MIDDLE SCHOOL 0070**

696 HIGH SCHOOL DRIVE  
MOODY, ALABAMA 35004  
PHONE: 205-640-2194

MANAGER: KEILA GILLILAND

ASSIST MANAGER: LESLEY PINEDA

**MOODY HIGH SCHOOL 0075**

714 HIGH SCHOOL DRIVE  
MOODY, AL 35004  
PHONE: 205-640-1533

MANAGER: SHIRLEY HORSLEY

ASSIST MANAGER: JACKIE HOURANY

**RAGLAND HIGH SCHOOL 0120**

1060 MAIN STREET  
RAGLAND, ALABAMA 35131  
PHONE: 205-472-0861

MANAGER: MISCHKA RAGSDALE

ASSIST MANAGER: JESSICA EKHATOR

**ODENVILLE ELEMENTARY SCHOOL 0137**

420 ALABAMA STREET  
ODENVILLE, ALABAMA 35120  
PHONE: 205-629-5063

MANAGER: MICHELLE PARKER

ASSIST MANAGER: MEGAN HICKS

**ST. CLAIR COUNTY HIGH SCHOOL 0140**

16700 U.S. HIGHWAY 411  
ODENVILLE, ALABAMA 35120  
PHONE: 205-629-3896

MANAGER: JO ANN CASE

ASSIST MANAGER: CHRIS GUIDRY

**SPRINGVILLE MIDDLE SCHOOL 0133**

6691 U.S. HIGHWAY 11  
SPRINGVILLE, AL 35146  
PHONE: 205-467-2555

MANAGER: CYNTHIA GRIFFIN

ASSIST MANAGER: COURTNEY HAMNER

**SPRINGVILLE HIGH SCHOOL 0130**

8295 U.S. HIGHWAY 11  
SPRINGVILLE, ALABAMA 35146  
PHONE: 205-467-2737

MANAGER: ANITA RHODES

ASSIST MANAGER: JAMIE ST JOHN

**STEELE JR. HIGH SCHOOL 0150**

105 MCHUGH STREET  
STEELE, ALABAMA 35987  
PHONE: 256-538-9188

MANAGER: TERRI REDDEN

ASSIST MANAGER: BETH CASTLEBERRY

## REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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

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

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section.

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

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

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 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.

(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 [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

## **Title 7: Agriculture. PART 210—NATIONAL SCHOOL LUNCH PROGRAM**

### **Subpart C—Requirements for School Food Authority Participation**

#### **§210.16 Food service management companies.**

(d) Duration of Contract. The contract between a school food authority and food service management company shall be of a duration 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 \(d\)\(2\)\(ii\)](#) 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.
  - (3) **Applicability to Hawaii.** [Paragraph \(d\)\(2\)\(i\)](#) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.
- (e) **Restrictions on the sale of milk.** A school food authority participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in [§ 210.10\(d\)\(4\) of this chapter](#)) at any time or in any place on school premises or at any school-sponsored event.

#### **(f) Cost reimbursable contracts -**

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

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

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

Bid Period: \_\_\_\_\_

_____ Company	_____ Signature
_____ Address	_____ Print or Type Name
_____	_____ Phone Number
	_____ Date

## U.S. DEPARTMENT OF AGRICULTURE

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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were amended and published on August 31, 2005 in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- A. 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;
- B. 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

Bid Number \_\_\_\_\_

Project Name \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD3027, USDA Program Discrimination Complaint Form which can be obtained online at: USDA Program Discrimination Complaint Form 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: (202) 690-7442; or 3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

\*The enclosed “non discrimination” language herein was added pursuant to the May 5, 2022, USDA memorandum. However, although included as currently required for audit compliance by the USDA, the State of Alabama objects to its inclusion, applicability and the application of this language due to currently pending legal challenges in the matter of THE STATE OF TENNESSEE, ET AL. V. USDA, ET AL., Case No. 3:22-cv-00257, and may be subject to change or removal.

**INSTRUCTIONS FOR CERTIFICATION**  
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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.

**U.S. DEPARTMENT OF AGRICULTURE**

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)  
ALTERNATIVE I- FOR GRANTEEES OTHER THAN INDIVIDUALS**

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The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)**

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. 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;
2. Establishing an ongoing drug-free awareness program to inform employees about –
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. 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.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will – a. Abide by the terms of the statement; and b. 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted – a. 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 b. 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;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

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)

---

---

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Check ☐ if there are workplaces on file that are not identified above.

---

Organization Name

Award Number/Bid Number/or Project Name

---

Name and Title of Authorized Representative

---

Signature

Date

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 AD3027, USDA Program Discrimination Complaint Form which can be obtained online at: USDA Program Discrimination Complaint Form 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: (202) 690-7442; or 3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

\*The enclosed "non discrimination" language herein was added pursuant to the May 5, 2022, USDA memorandum. However, although included as currently required for audit compliance by the USDA, the State of Alabama objects to its inclusion, applicability and the application of this language due to currently pending legal challenges in the matter of THE STATE OF TENNESSEE, ET AL. V. USDA, ET AL., Case No. 3:22-cv-00257, and may be subject to change or removal.

## **Instructions for Certification**

(1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.

(2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

(4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

(5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.

(6) Definitions of terms in the Non- Procurement

Suspension and Debarment common rule and Drug-Free Workplace

common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

- "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
- "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

DISCLOSURE STATEMENT OF RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND  
EMPLOYEES/OFFICIALS OF THE ST. CLAIR COUNTY SCHOOL SYSTEM (THE BOARD)

1. Bid /Proposal/Contract/Purchase Order No. \_\_\_\_\_

2. Name of Contractor/Grantee \_\_\_\_\_

3. Address: \_\_\_\_\_

\_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Fax Number: \_\_\_\_\_

6. Nature of Contract/Grant \_\_\_\_\_

\_\_\_\_\_

7. Does the contractor/grantee have any relationship with any employee or official of the board, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(For employees of the board, family members include spouse and dependents. For members of the board (officials), family members include spouse, dependents, adult children and their spouses, parents, in-laws, siblings, and their spouses).

This Disclosure Form will be available for public inspection upon request. The above information is true and accurate, to the best of my knowledge.

\_\_\_\_\_  
**Signature of Authorized Agent of Contractor/Grantee**

\_\_\_\_\_  
Date

**PLEASE COMPLETE, SIGN, AND RETURN TO THE ST. CLAIR COUNTY SCHOOL SYSTEM WITH THE  
BID/PROPOSAL/CONTRACT**



## 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.

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 farther 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 ST CLAIR COUNTY BOARD OF EDUCATION

## **Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the St Clair County Board of Education**

As a Contractor to the St Clair 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:

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Contractor Officer or Owner Signature/Date:

---

Print Name/Title/Company

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

### BID RESPONSE FORM

In accordance with the foregoing bid terms and conditions and specifications, the bidder hereby submits the following bid to supply St. Clair County School System.

<b>Bid SCC CNP 25/26-01</b> <b>Systemwide Bid for Equipment Service &amp; Preventative Maintenance</b>		
<b>Scope of Work</b>	<b>Pricing</b>	<b>Notes</b>
<b>Rate Per Hour Service Tech</b>		
<b>Rate Per Hour Service Tech Helper</b>		
<b>After-Hours Rate Per Hour Service Tech</b>		
<b>After-Hours Rate Per Hour Service Tech Helper</b>		
<b>Service Call Trip Charge</b>		
<b><u>Supplemental Information:</u> Percentage Mark-up on Parts &amp; Materials used for repairs</b>		

Vendor Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Signature of Authorized Vendor Representative:** \_\_\_\_\_

Date: \_\_\_\_\_ Email Address of Vendor Representative: \_\_\_\_\_

Company Mailing Address: \_\_\_\_\_

**This Bid Response must be notarized.**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_ Commission Exp Date: \_\_\_\_\_

## BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents, and agrees that each of the following is true and correct in connection with Bid SCC CNP 25/26-01 Equipment Repair and Preventative Maintenance

- a) It has not colluded with any other bidders;
- b) It has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- c) It has not paid, agreed to pay, or offered any party or person (including, but not limited to, any employee or official of the Board whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract contemplated in this Bid;
- d) It understands that, if any employee or any official of the Board (whether elected or appointed), shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other thing of value from the Contractor as an inducement, or intended inducement, in the procurement of the Contract, or the giving of business with the Board that such conduct may constitute a crime that subjects that employee, official of the Board and the Contractor (or its representative) to punishment or a find in accordance with state and/or federal law;
- e) All the information contained in the response to the bid is true and correct; and
- f) The Board may rely on information submitted in awarding the subject Contract.

THIS BID MUST BE NOTARIZED.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature in Ink Only)

ADDRESS : \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**NOTARY PUBLIC:** \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Bid Packet Checklist

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

- ☐ Certificate of Liability Insurance \$1,000,000.00
- ☐ Workman's Compensation Certificate
- ☐ Signed Federal Provisions Page
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Certification Regarding Drug Free Workplace
- ☐ Disclosure Statement
- ☐ Affidavit of Immigration Compliance
- ☐ E-Verify Memorandum of Understanding
- ☐ Bidder Affidavit and Warranty
- ☐ Notarized Bid Response Form
- ☐ Outside of Envelope Marked with Bid Name, Bid Number, Name of Company, Bid Opening Date and Time