

REQUEST FOR PROPOSAL ANNOUNCEMENT

Refrigeration Preventative Maintenance & Repair

The Dothan City Board of Education (DCBOE) will accept proposals until **9:30 AM Central, Thursday 8/28/2025** for **Refrigeration Preventative Maintenance (PM) & Repair** for the school system's Child Nutrition Program in accordance with the enclosed conditions and specifications.

RFPs will be publicly opened at 9:30 AM Central on Thursday, 8/28/2025.

Bids are opened at the DCBOE located at 1665 Honeysuckle Road in **Training Room 3**. Interested parties are invited to attend the bid opening. A tabulation of RFPs received will be available within a reasonable time after the opening.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the RFP, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of the DCBOE regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and the DCBOE.

The DCBOE is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the DCBOE, or any other means of delivery employed by the bidder. Similarly, the DCBOE is not responsible for, and will not open, any proposal responses, which are received later than the date and time, indicated above. Late bid responses will be retained in the bid file, **UNOPENED**.

The DCBOE reserves the right to accept or reject any or all RFPs, or any part of any RFP, and to waive any informalities or irregularities in the RFP.

NOTIFICATION OF INTENT

to respond reference **CNP2026_02**

REFRIGERATION PREVENTATIVE MAINTENANCE & REPAIR

(return signed statement no later than **4:00 PM (Central) on Friday, 8/15/2025**)

_____ On behalf of myself/my firm/institution, I hereby certify that I/we **intend** to submit a response.

_____ On behalf of myself/my firm/institution, I hereby certify that I/we **do not intend** to submit a response.

Authorized signature

Individual/firm/institution

Title

Date

Email Address

Phone #

NOTE:

You may email completed form back to : **dothancnp@dothan.k12.al.us**

The Dothan City Board of Education (DCBOE) is seeking a qualified CONTRACTOR to provide comprehensive repair and preventative maintenance for all freezers and coolers (reach-in & walk-in), milk coolers, as well as ice makers used in the school system's Child Nutrition Program. DCBOE has included an equipment inventory list as part of this RFP document (**pg. 10**). Said list is subject to change at the discretion of the DCBOE at any time so as to accurately reflect all equipment in use during the life of this agreement.

PRE-PROPOSAL REVIEW

From **August 6 thru August 13, 2025**, a walk-through of the facilities will be allowed so that potential Contractors may familiarize themselves with the specific equipment linked to this RFP. Upon arrival at a site, Contractors should report to the front office and follow visitor sign-in procedures.

TERM OF CONTRACT

The contract period for this RFP will be **October 1, 2025 - September 30, 2026**. The Dothan City BOE reserves the right to extend this contract for three (3) additional twelve (12) month periods. This contract may be terminated at the end of any of the first three 12-month periods by notice in writing given by either party to the other at least 60 calendar days prior to the end of the contract. The contract automatically expires at the end of the fourth 12-month period (September 2029).

CONTRACTOR PERFORMANCE

Contractor shall perform all services, including inspections, in a manner consistent with the maintenance of a commercial facility, manufacturer's stated procedures and/or industry standards. Contractor shall not subcontract to any other contractor.

NON-PERFORMANCE TERMINATION

Any non-performance of the minimum performance requirements set out in this document shall be grounds for termination of the contract. Non-performance is defined as failure by the Contractor to perform duties as defined in this agreement, and failure to correct any problems within ten (10) days upon receipt of written notice from DCBOE.

CONTRACTOR EXPERIENCE

Contractor represents and warrants that Contractor and its employees are competent and experienced in the field of commercial refrigeration service, with a minimum of five (5) years prior experience on comparable and/or more complex equipment, and currently has service contracts on similar equipment. Contractor further represents and warrants that the firm is regularly engaged in the business of servicing equipment of the type covered by this agreement.

Contractor agrees to furnish documentation verifying a minimum two (2) REFRIGERANT TECHNICIANS are on staff that live within a 50-mile radius of the service sites, and further agrees to keep a minimum of one (1) such certified technician on staff during the life of this agreement. Documentation should be submitted with this RFP and should include the technician's years of experience.

Contractor agrees to furnish documentation verifying all federal, state, and local certifications and licenses are current and shall be maintained during the life of this agreement.

Contractor must provide a minimum of three (3) references with similar service scope and equipment.

CONTRACTOR INSURANCE

Contractor shall provide certificate of insurance upon award on contract and shall secure and keep in force during the life of this agreement, at Contractor's expense, the following insurance coverage:

- ◆ Workmen's Compensation insurance for the protection of the employees within the limits prescribed by the state of appropriate jurisdiction or any agency thereof and Employee's Liability Insurance with a limit not less than \$1,000,000.
- ◆ Comprehensive General Liability Insurance covering all operations and services required under this agreement with a general aggregate limit not less than \$1,000,000.

REPAIRS

All parts will be OEM; if parts are not, then it will be noted on the repair quote. All repair costs will be agreed upon between both parties (Contractor & CNP Director) and a purchase order issued. Repair costs will be quoted on the invoice with a detailed breakdown of labor and parts with shipping costs options provided for next day, 2nd day, and ground.

TRANSPORTATION CHARGES

The maximum travel time allowed to a site to be billed on an invoice will be 30 minutes. Transportation charges, including fuel surcharges, if applicable, must remain firm for the term of the contract. If transportation price upward adjustments are requested during the term of this contract, the Contractor must notify the DCBOE designee thirty (30) days prior to the implementation of the price adjustment

RESPONSE TIMES

Response times shall be based on equipment type as listed below:

1. Milk coolers, reach-in coolers & walk-in coolers
 - two (2) hour response time
2. Reach-in freezers & walk-in freezers
 - three (3) hour response time
3. Ice machines
 - twenty-four (24) hour response time

END OF LIFE / REPLACEMENT

If equipment is determined to be past its sustainable life, DCBOE representative shall be notified and determination made for method of replacement.

PREVENTATIVE MAINTENANCE

A list of minimum performance requirements for preventative maintenance for each equipment type may be found on page 6 of this RFP.

Preventative maintenance services as outlined herein for coolers, freezers, and milk coolers are to be scheduled annually between **June 1 and July 31**.

Preventative maintenance for ice machines is to be scheduled three (3) times per year based on the following scheduling windows: **Oct-Nov, Feb-Mar, Jun-Jul**.

Materials required to perform routine (preventative) maintenance shall be provided under this agreement by the Contractor at no additional cost to the DCBOE.

All deficiencies shall be noted on a written deficiency report showing the site, equipment name and shall include a detailed description of problems noted, as well as cost to repair (with breakdown of labor and parts). Parts to correct deficiencies shall be purchased using a DCBOE provided purchase order to the appropriate vendor.

BILLING

All invoices submitted will be for COMPLETED work only. All invoices are required to reflect a DCBOE purchase order obtained prior to work being performed, as well as show site and specific equipment name. All invoices must show the breakdown of material/parts and labor separately.

Billing for PM services may be grouped by site, but should list each piece of equipment which was serviced. All PM services will be billed out upon completion of the PM services as outlined by the schedule.

GENERAL HOUSEKEEPING

All mechanical rooms, rooftops, etc. are at all times to be free of unused equipment and trash. Trash cans are for small trash and should not be used to clean up from major repairs. No spare parts, filters, etc. are to be left on site.

PREVENTATIVE MAINTENANCE

Minimum Performance Requirements

Reach-in Coolers & Freezers

1. Preventative Maintenance Inspections/Service (1 per year)

- Clean condenser coils as needed
- Inspect and clean/wipe down unit
- Check drain line
- Check freon level; add as needed and check for possible leaks
- Check all evaporator fans
- Follow the manufacturer's recommended maintenance

Walk-in Coolers & Freezers

1. Preventative Maintenance Inspections/Service (1 per year)

- Clean condenser coils as needed
- Inspect and clean/wipe down unit
- Check drain line
- Check freon level; add as needed and check for possible leaks
- Check all evaporator coils; clean as needed
- Check door heat for proper operation
- Check door gaskets and hinges
- Follow the manufacturer's recommended maintenance

Milk Coolers

1. Preventative Maintenance Inspections/Service (1 per year)

- Clean condenser coils as needed
- Check drain line
- Check all evaporator fans

Ice Machines

1. Preventative Maintenance Inspections/Service (3 per year)

- Clean condenser coils as needed
- Inspect and clean unit with manufacturer approved ice machine cleaner
- Check drain line
- Change filters or wash if applicable; replace as needed
- Change water filters
- Follow the manufacturer's recommended maintenance

RFP RESPONSE FORM / VENDOR VERIFICATION

BID CLOSES THURSDAY, AUGUST 28, 2025 @ 9:30 AM (CENTRAL)

Reach-in Coolers & Freezers:

- PM Annual Cost: \$_____
- Repair Hourly Rate \$_____ ; rate applies from _____ to _____
- Repair Overtime Rate \$_____ ; rate applies from _____ to _____

Walk-in Coolers & Freezers:

- PM Annual Cost: \$_____
- Repair Hourly Rate \$_____ ; rate applies from _____ to _____
- Repair Overtime Rate \$_____ ; rate applies from _____ to _____

Milk Coolers:

- PM Annual Cost: \$_____
- Repair Hourly Rate \$_____ ; rate applies from _____ to _____
- Repair Overtime Rate \$_____ ; rate applies from _____ to _____

Ice Machines:

- PM Cost/Service: \$_____ ; Total Annual PM Cost \$_____
- Repair Hourly Rate \$_____ ; rate applies from _____ to _____
- Repair Overtime Rate \$_____ ; rate applies from _____ to _____

I CERTIFY BY MY SIGNATURE BELOW THAT THE TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL (RFP) ARE UNDERSTOOD AND ACCEPTED, AND THAT I HAVE THE AUTHORITY TO OBLIGATE THE COMPANY LISTED BELOW TO PERFORM UNDER THE CONDITIONS OUTLINED IN THE ATTACHED RFP.

COMPANY NAME (PLEASE PRINT)

REPRESENTATIVE SIGNATURE

ADDRESS

REPRESENTATIVE PRINTED NAME

CITY, STATE, ZIP

TELEPHONE

REPRESENTATIVE EMAIL (PLEASE PRINT)

DATE

REFRIGERATION SERVICE REFERENCES

Client #1 Name: _____

Client POC: _____

Phone: _____ Email: _____

Type(s) of Equipment Serviced: _____

Number of Years Providing Service to this Client: _____

Client #2 Name: _____

Client POC: _____

Phone: _____ Email: _____

Type(s) of Equipment Serviced: _____

Number of Years Providing Service to this Client: _____

Client #3 Name: _____

Client POC: _____

Phone: _____ Email: _____

Type(s) of Equipment Serviced: _____

Number of Years Providing Service to this Client: _____

REFRIGERATION TECHNICIAN DOCUMENTATION

List names & years of experience of Certified Technicians below (minimum 2 required)

Tech #1: _____ Years of Experience: _____

Tech #2: _____ Years of Experience: _____

Tech #3: _____ Years of Experience: _____

Tech #4: _____ Years of Experience: _____

Attach documentation to verify certification of each listed technician.

REFRIGERATION INVENTORY*

SCHOOL NAME	Reach-in Cooler	Reach-in Freezer	Walk-in Cooler	Walk-in Freezer	Milk Cooler	Ice Machine
Carver MST	1		1	2	1	1
Beverlye IS	2	2	1	1	1	1
Carver 9 Academy	1		1	1	1	1
Dothan Prep	4		2	2	3	1
Girard Elem	1		1	2	1	1
Dothan 6 Ctr	1		1	1	1	1
Heard Elem			1	1	1	1
Hidden Lake	2		1	1	2	1
Highlands Elem	2		1	1	2	1
Kelly Springs	2	1	1	1	2	1
M. Slingluff Elem	2		1	1	2	1
Dothan High	6	1	1	1	2	1
Head Start Ctr	4	1	1	2	1	1
Selma St Elem	1	1	1	1	2	1
Early Ed Ctr	3	2	1	1	1	1
Faine Elem	1		1	2	2	1
TOTAL	33	8	17	21	25	16

*as of 7/31/25; subject to change

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 affected 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.

(d) 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) 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.
- (e) **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 required federal provisions and will abide by them.

Company Name

Signature (Company Representative)

Address

Printed Name (Company Representative)

City, State, Zip

() -
Phone Number

Date

Email Address (Company Representative)

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

RFP NAME & NUMBER

NAME OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

TITLE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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, 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 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: **mail:** U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; or **fax:** (833) 256-1665 or (202) 690-7442; or **email:** Program.Intake@usda.gov

This institution is an equal opportunity provider.

DEBARMENT CERTIFICATION - INSTRUCTIONS

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 and erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NON-COLLUSION AFFIDAVIT

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB/RFP, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB/RFP of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB/RFP price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB/RFP are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB/RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB/RFP depository, or to any member or agent thereof, to effectuate a collusive or sham ITB/RFP.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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

SIGNATURE AND SEAL OF NOTARY PUBLIC

My Commission expires: _____

AFFIDAVIT OF CONTRACTOR

Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and
3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes the Dothan City Board of Education to terminate this contract for a first violation of §9(a) of said Act, and requires the Dothan City Board of Education to terminate this contract for a second violation of §9(a) of said Act.

Business Entity Name

Signature (Company Representative)

State

Printed Name (Company Representative)

City / County

Title

Date

() -
Phone Number

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

SIGNATURE AND SEAL OF NOTARY PUBLIC

My Commission expires: _____