

Invitation to Bid (ITB) Announcement

WALK-IN FREEZER @ HEAD START

To: Prospective Bidders
ITB/RFP Issue Date: 2/2/2026
ITB/RFP # & NAME: CNP2026_04 Walk-in Freezer @ Head Start
Return Responses To: Tonya Grier, CNP Director
 1665 Honeysuckle Road, Suite 1
 Dothan, Alabama 36305

Return bid responses in a sealed envelope with the ITB # and ITB name clearly marked on the outside.

IMPORTANT SOLICITATION DATES	
Notification of Intent	2/6/2026 by 3:00 PM (Central)
Inquiry Deadline	2/19/2026 by 2:00 PM (Central)
ITB/RFP Opening Date	2/26/2026 @ 10:30 AM (Central)

ITB DOCUMENT
<p>The full ITB document may be downloaded from the DCS website:</p> <p style="color: blue; text-decoration: underline;">www.dothan.k12.al.us</p> <p>Click on DEPARTMENTS on the DCS homepage menu bar and then select BIDS AND RFP's.</p>

NOTIFICATION OF INTENT
<p>All prospective bidders of this ITB/RFP are requested to complete and return the Notification of Intent (NOI) page of the ITB document. Only those vendors submitting the NOI will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB/RFP. NOI should be emailed to:</p> <p>Tonya Grier (tgrier@dothan.k12.al.us) by 3:00 PM (Central) on 2/6/2026</p>

TELEPHONE INQUIRIES NOT ACCEPTED
<p>Telephone inquiries with questions regarding clarification of any and all specifications of the ITB/RFP will not be accepted. ALL questions must be typewritten and emailed to:</p> <p>Tonya Grier (tgrier@dothan.k12.al.us) by 2:00 PM (Central) on 2/19/2026</p>

NOTIFICATION OF INTENT

to respond reference CNP2026_04

WALK-IN FREEZER @ HEAD START

(return signed statement no later than **2/6/2026 by 3:00 PM (Central)**)

_____ 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 : Tonya Grier (**tgrier@dothan.k12.al.us**)

Invitation to Bid (ITB) Announcement

CNP2026_04 WALK-IN FREEZER @ HEAD START

The Dothan City Board of Education (DCBOE) will accept proposals until **10:30 AM on Thursday, 2/26/2026** for a **Walk-in Freezer** installation for the school system's Child Nutrition Program in accordance with the enclosed conditions and specifications.

Bids will be publicly opened at 10:30 AM Central on Thursday, 2/26/2026.

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 bids received will be available within a reasonable time after the bid 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 bid., attachments, and explanations thereto submitted in response to this ITB, 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 bid/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 bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

GENERAL SPECIFICATIONS & TERMS

The bidder shall comply with all requirements contained herein. The submittal of a bid indicates the bidder's agreement to all terms and conditions of this Invitation to Bid.

This contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama. Contractors providing service under this Invitation to Bid, herewith, assures the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations (41 CFR Part 60). Contractor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment.

PRE-PROPOSAL REVIEW

From **February 2-13, 2026**, a walk-through of the facilities will be allowed so that potential bidders may familiarize themselves with the specific building linked to this ITB. Upon arrival at a site, bidder's representatives should report to the front office and follow visitor sign-in procedures.

DUTY TO EXAMINE

It is the responsibility of each bidder to examine the entire solicitation, to seek clarification in writing, and to check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the invitation closes should it give rise to any contract claim.

Each bidder must furnish a bid bond totaling five percent (5%) of the total bid amount, not to exceed \$10,000.00. In lieu of the bid bond, a certified check for the amount will be accepted. A company check is **NOT** acceptable. All checks will be returned after the bid is approved by the Board of Education and a purchase order is issued.

CLEAN AIR/ CLEAN WATER STATEMENT

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the Board of Education of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

REJECTION OR DISQUALIFICATION OF BIDS

1. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, including alterations or erasures which are not initialed, may be rejected as non-conforming.
2. The Board of Education reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

3. Issuance of this Invitation to Bid in no way constitutes a commitment by the Dothan City Board of Education to award a contract. The Board reserves the right to accept or reject, in whole or part, all bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the Board of Education.
4. Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board may be considered a non-responsible Bidder and their bid may be rejected. The Board of Education reserves the right to exercise this option as is deemed proper and/or necessary.
5. The Board of Education reserves the right to accept or reject any or all bids, or to accept a part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board of Education.

AWARD DETERMINATION

Bid will be awarded to the lowest responsive and responsible bidder(s) meeting terms and conditions outlined in this invitation. It is not the policy of the Dothan City Schools Board of Education to award on the basis of low price alone. Quality and suitability to purpose are factors, in addition to past performance.

Contract for services related to this Invitation to Bid will be put into effect by issuance of purchase order after tabulations are compiled, evaluated and approved by the Board of Education.

Extension Option: The Dothan City School Board of Education reserves the right to purchase additional quantities of listed items from the successful bidder at the same pricing structure, provided mutual agreement by both parties, for a period of 90 days from initial Board of Education approval.

BID PRICING & METHOD OF PAYMENT

The successful Bidder warrants that the bid price(s) bid shall be firm through the bid process and until the time the award is made, at which time prices shall remain firm and fixed for the entire contract period. All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet. Dothan City Schools is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, and section 4 (15) Code of Alabama 1975. Sales tax shall not be included in prices.

The Board of Education will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the equipment by the Board of Education. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above. Advance billings are not allowed. Invoices, at minimum, shall consist of the following information:

1. School of delivery
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all equipment purchased

REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

Dothan City Board of Education reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

In the event that either the vendor or the Board of Education defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

RECORD RETENTION AND ACCESS CLAUSE

The successful bidder agrees to retain all books, records and other documents relative to this agreement for five (5) years after final payment for audit purposes and to make said records available upon request

Please submit ONLY the following documents in your completed bid packet:

- ◆ Federal Provisions certification (pg 11)
- ◆ Debarment Certification (pg 12)
- ◆ Non-Collusion Affidavit (pg 14)
- ◆ Contractor Affidavit (pg 15)
- ◆ Vendor Certification (pg 21)
- ◆ Bid Bond or Certified Check

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	WALK-IN FREEZER @ HEAD START _____ ITB/RFP NAME OR #
_____ 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, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

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: _____

SITE INFORMATION

Listed below are the schools receiving equipment as part of this Invitation to Bid.

SCHOOL NAME	SCHOOL ADDRESS	CNP PHONE
Head Start Center	900 West Powell St, 36303	(334) 794-1447 x773230

Responsibilities for Successful Bidder:

1. Verify walk-in freezer dimensions and shelving layout fit within space provided
2. Completely install walk-in freezer in space provided (install refrigeration lines, charge system, and drain lines)
3. Provide final wiring and hook-up of time clock, heaters, and lights; **verify electrical requirements.**
4. Provide trim to enclose walk-in to building walls.
5. Provide all refrigeration, plumbing and electrical penetrations through the box and building wall. (All penetrations to be sealed air tight and water tight).
6. Remove all cartons and crates from school grounds.
7. Provide shelving as specified and completely erect shelving as per layout provided.

Responsibilities for Dothan City Schools:

1. Provide concrete slab to fit new walk-in unit.
2. Provide concrete slab for the condensing unit.
3. Provide power for condensing unit to proper location leaving a fully wired disconnect switch; also provide terminal for 115-volt hook-up at this location.

ITEM #1: WALK-IN FREEZER

OVERALL DIMENSIONS: 11'9" Wide x 15'9" Long x 7'-10" High

APPROVED BRANDS: ThermalRite, Thermo-Kool, or pre-approved equal

QUANTITY REQUIRED: 1

FOR: Head Start Center

Outdoor walk-in freezer provided under these specifications shall be prefabricated modular construction. It shall be designed and constructed to allow convenient and accurate field assembly, disassembly, relocation, and future enlargement by addition of like modular panels. **Any and all substitutions of equipment and material shall be submitted in writing for approval at least 7 working days prior to bid deadline.** Written specifications and all applicable diagrams shall be part of the written request.

Custom prefabricated walk-in freezer shall be provided w/ the following **REQUIRED FEATURES:**

Panel Seams:

1. To ensure tight seams, panel shall be tongued and groove with a flexible vinyl double bulb panel gasket on the interior and exterior of all tongue edges.
2. Gasket shall be resistant to oil, fats, water, detergents, and sunlight and must be NSF approved.
3. Panel Gaskets shall be foamed-in-place type and shall incorporate a return edge formed behind the metal edge of the panel to ensure permanency of gaskets.
 - a. Staples or glued gaskets shall not be accepted.
 - b. The use of caulking compound to seal panel seams shall not be accepted.

Insulation:

1. Freezers:

- a. Insulation shall be rigid expanded urethane, with 4" thickness.
 - i. Urethane insulation shall have thermal conductivity ("K" factor) of not more than 0.12 BTU per hour (square foot) (Fahrenheit degree per inch) "R" factor is 33.
 - ii. Insulation core shall have 25 flame Spread Rating with Average Smoke Rating less than 150.

2. Floors:

- a. Integral Diamond Tread Plate shall be foamed in place with the foaming process and shall have 3/8" NSF coving as required by the NSF standards. The foam shall be EHDF.

Entrance Door and Door Panel:

1. Door openings shall be 34" x 78".
2. Door shall be swing type, in fitting flush mount.
3. Finish of doors and door panels shall match adjacent wall panels.
4. Doors shall be UL listed and Approved: UL listing label shall be affixed to each door.
5. Doors and door panels shall be insulated with foamed-in-place urethane insulation. Wood framing shall not be used in door panel.
6. Doors shall be equipped with the following:
 - a. Perimeter of door jamb (opening) shall be constructed of high impact, reinforced plastic, foamed-in-place. Material shall be non-conductive, corrosion proof, impact-resistant, and will not absorb moisture. Material shall be coved to facilitate easy cleaning. Protective material shall return 1 3/4" on the inside of door frame.
 - b. Door jamb shall be trimmed with a strip of magnetically attracting stainless steel. This strip shall provide perfect sealing of magnetic gasket to prevent frost and condensation build-up. No visible fasteners

shall be used to secure the stainless cover strip. Stainless strip shall be snap-on type and shall be easily removable and replaceable.

- c. Freezer door shall include a low wattage heater beneath the stainless steel cover strips on door jamb. Heater cable to be connected to SEPARATE CIRCUIT. Heater Amperage equals 0.5 amps, 115 volts, 0 cycles. Door heater shall consist of a molded heater harness assembly. Lead connectors shall be machine applied, with water-tight silicone insulated over-mold. A butt splice, hand applied connector shall not be accepted.
 - i. All door heater assemblies shall be factory wired to an energy-efficient heat sensing disk thermostat.
 - ii. This device will interrupt door heater operation when the room temperature is above 55 degrees Fahrenheit and resume operation of the heaters when the room temperature is below 35 degrees Fahrenheit.
- d. Doors shall include the thermoplastic gasket with a magnetic steel core and shall be mounted on the top edge of and along both sides of the door. Bottom of door shall contain a dual blade flexible rubber wiper gasket. Wiper gaskets shall be retained within a Non-conducting PVC extrusion track and shall be easily replaceable and easy to clean. Magnetic gasket shall be bullet dart to snap in and out of integral track for easy replacement.
- e. Door hardware shall include one pair of strap-type self-closing hinges, cam lift design, mounted onto ¼" steel plates with stainless steel bolts, hydraulic door closer and door latch. Door latch shall be pull type to break the force of the magnetic gasket. Latch shall include a keyed cylinder lock mechanism. An inside safety release handle shall be included. Will operate to prevent entrapment by overriding the cylinder key lock. Each door shall include 36" high diamond tread kick-plates, interior and exterior.
- f. Each door panel shall include an interior vapor proof light with proof light with globe, guard and flush mounted switch with pilot light on the exterior. The vapor proof light shall include a night light. When the light switch is set to the off position a three-watt bulb, factory installed in the vapor proof light will provide a continuous glow of light. Concealed wiring within conduit shall be used between light and switch.
- g. One NSF approved remote dial thermometer shall be flush mounted in door panel.
- h. Door threshold plates, where required shall be 16-gauge galvanized steel for standard Application, and .100 aluminum for NSF approved application.

Special Requirements:

1. **National Sanitation Foundation (NSF):** Walk-ins shall be fabricated to comply with National Sanitation Foundation Standard #7. The NSF listing label shall be affixed to each door.
2. **Pressure Relief Port:** A pressure relief port shall be provided for each freezer to equalize Pressure differences caused by door openings and the defrosting of coils. The relief port shall be heated to prevent frost accumulation.
3. **Section Construction:** White stucco embossed aluminum, galvalume galvanized steel, white smooth or stucco galvanized steel, paint prep galvanized steel or stainless steel, optional Colors are also available.
4. **Closure and Trim Strips:** Supply only closures or trim strips as required. Closure or Trims strips shall be installed by others, to the finish walls and/or ceilings of the adjacent areas.
5. **Weatherproof Roof:** For outdoor installation, a membrane roof cap shall be provided to Protect ceiling panels from water accumulation.
6. **Lights:** Freezer to be provided with ceiling mounted vapor proof LED light fixture with clear prismatic injected molded polycarbonate diffuser. 48", 120v LED 45-watt vapor proof fixture. Confirm project contact drawings for quantity. The lighting level shall be a minimum of 10-foot candles measured 30" off the finished floor. Lighting conduit penetration must be filled to prevent condensation into the fixtures.
7. **Tread Plate:** Aluminum tread plate 36" high on both sides of the cooler and freezer door.

8. **Trim:** Furnish trim for walk-ins on both ends.
9. **Curtain:** The door opening shall be equipped with a Clear-View bi-swing vinyl door.
10. **Refrigeration:**
FREEZER AT -10 DEGREES: SCROLL: Remote Pre-assembled: Econet (excl lines/ref) (208-230-1-60)
CONDENSING UNIT: RFO400L4SDANT-448/449 Air cooled,32.1 amps SCROLL Low Temp
EVAPORATOR: RL6E105DDARE-448/449, 15 amps. Low profile electric defrost w/ Econet system
Outside housing with summer-winter controls.

Construction Plans and Instructions

The walk-in shall have a complete set of installation, operational and maintenance instructions to cover erection of the walk-in, installation operating procedures and routine maintenance schedule. All panels shall have panel identification corresponding with assembly drawings to facilitate rapid and accurate field assembly.

Utility requirements:

- Vendor to verify.

Warranty (minimum):

- ◆ 10-year panel warranty
- ◆ 5-year compressor warranty
- ◆ 1-year parts warranty

Demonstration & Start-Up Check of Equipment by Manufacturer's Rep should be scheduled with CNP Director after installation is completed

ITEM #2: WALK-IN FREEZER MODULAR SHELVING

APPROVED BRAND: Fermod or pre-approved equal

QUANTITY: one (1) lot of shelving as specified; size and configuration as required to fit Item #1 (walk-in freezer)

Requirements:

1. Shelving will be manufactured from high-strength aluminum (20 micron deep anodized aluminum); allowing for 800 lbs. maximum per shelf (unless otherwise specified) without the use of cross-bracing.
2. Shelves will be easy to adjust for individual adaptation to suit storage requirements.
3. Removable polymer shelf inserts manufactured of heavy-duty polymer and are dishwasher safe to 212°F.
4. Shelving sections are stabilized with adjustable composite feet.
5. Assembly shall be tool free through conical metal clamps manufactured of anodized aluminum.
6. All surfaces shall be smooth and compatible with HACCP cleaning programs.
7. Shelving meets NSF standards.
8. Standard lifetime warranty against rust & corrosion

Shelving lot to consist of parts/accessories as follows:

One (1) each – 4R35C71 (6611/R1) – Fermostock Starter Shelving Unit

- 4-tier, 71"H x 35"W x 22"D
- -40° to 140°F operating temperature range

One (1) each – 4R47C71-E (6611/R1) – Fermostock Shelving Unit Expansion Kit

- 4-tier, 71"H x 47"W x 22"D
- -40° to 140°F operating temperature range

One (1) each – 4R52C71-E (6611/R1) – Fermostock Shelving Unit Expansion Kit

- 4-tier, 71"H x 52"W x 22"D
- Max 600 lbs per shelf, includes one (1) upright
- -40° to 140°F operating temperature range

Two (2) each – 4R42C71-CE (6611/R1) – Fermostock Shelving Unit Corner Expansion Kit

- 4-tier, 71"H x 42"W x 22"D
- 800 lbs per shelf, includes one (1) upright & four (4) angle connections
- -40° to 140°F operating temperature range

Four (4) each – 4R59C71-E (6611/R1) – Fermostock Shelving Unit Expansion Kit

- 4-tier, 71"H x 59"W x 22"D
- Max 600 lbs per shelf, includes one (1) upright
- -40° to 140°F operating temperature range

Two (2) each – 4R52C71-CE (6611/R1) – Fermostock Shelving Unit Corner Expansion Kit

- 4-tier, 71"H x 52"W x 22"D
- 600 lbs per shelf, includes one (1) upright & four (4) angle connections
- -40° to 140°F operating temperature range

Two (2) each – 1R47C12 (6611/R1) – Fermostock Dunnage Rack

- 12"H x 47"W x 22"D
- 800 lbs per shelf
- -40° to 140°F operating temperature range

Any and all substitutions of equipment and material shall be submitted in writing for approval at least 7 working days prior to bid deadline.

VENDOR CERTIFICATION

Bid: Walk-in Freezer @ Head Start

Due: February 26, 2026 @ 10:30 am

In compliance with the Invitation to Bid, the undersigned proposes to provide and install replacement large equipment as outlined in the attached specifications. **The prices listed below are the net cost per item for project completion.**

ITEM	QTY	EXTENDED COST
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Walk-in Manufacturer: _____

Walk-in Freezer Cost: 1 _____

Shelving Manufacturer: _____

Shelving Cost: 1 _____

PROJECT TOTAL

I certify by my signature below that the terms and conditions of this bid 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 Invitation to Bid.

Signature

Printed Name

Email Address (please print)

Company Name (please print)

Business License #

Address

Telephone

City, State, Zip

Date