



# DALE COUNTY BOARD OF EDUCATION

OFFICE OF BEN BAKER, SUPERINTENDENT  
202 S. Hwy 123 Suite E  
OZARK, ALABAMA 36360



PHONE (334)774-2355 WEB SITE: [www.dalecountyboe.org](http://www.dalecountyboe.org) FAX (334)774-3503

Dear Vendor:

The Dale County School Board of Education invites you to bid on walk-in freezer project for the Child Nutrition Program of Dale County Schools, according to specifications attached. Attached is a copy of bid instructions and specifications. Please read the instructions and specifications carefully. If the document is not submitted as requested, it may be such that we cannot classify this offer as a legitimate bid and you may be disqualified.

Sealed and labeled bids must be in the office of the Superintendent of Education, 202 S. Highway 123, Suite E, Ozark, AL 36360, no later than **10:00 a.m. Friday, February 5, 2021**, at which time bids will be opened. Dale County Board of Education reserves the right to reject any and all bids and to waive formalities in awarding this bid to the low responsible bidder. Please print boldly on the outside of the sealed envelope: **WALK-IN FREEZER PROJECT BID, FEBRUARY 5, 2021.**

The following requirements for Walk-In Freezer Project for the Board of Education have been developed in accordance with the terms and conditions of the Alabama Bid Law and shall be a part of the contract document as fully as if they were written verbatim into those documents and all bidders shall take it into account when preparing estimates.

If you have any questions regarding this bid, please contact: Denisa Clark, Child Nutrition Program Director, at 334-774-2355 ext. 4.

Sincerely,

Ben Baker  
Superintendent  
Dale County Schools

Attachments

**Instructions to Bidders**  
**CNP FOOD SERVICE EQUIPMENT BID**  
**For: G.W. Long Walk-in Freezer Project**  
**BID OPENING: Friday, February 5, 2021 at 10:00 a.m.**  
**Dale County Board of Education**  
**202 S. Highway 123, Suite E, Ozark, Alabama**

This document will serve as a contract between the Dale County Board of Education and the vendor once the bid is awarded.

I. GENERAL INFORMATION

- A. All bidders must use the Dale County Board of Education CNP Statement of Bidder form for submitting their bid.
- B. All bidders must complete and return the Certification Regarding Debarment Form with their bid.
- C. All bids must be sealed and marked "WALK-IN FREEZER PROJECT BID, FEBRUARY 5, 2021".
- D. No late bids will be opened.
- E. Bids will not include State Sales Tax or Federal Excise Taxes.
- F. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
- G. All bids must be firm, however, Dale County Board of Education has the option to purchase all equipment, any combination, or none, as the Dale County Board of Education so desires.
- H. Warranties, pictures, brochures, parts, and maintenance manuals and specifications taken directly from manufacturer shall accompany all bids.
- I. Any "Pre-Approved Equal" requests must be submitted 7 days prior to bid opening, by January 29, 2021.
- J. Each vendor is required to make an appointment to visit the job site prior to bid date to familiarize themselves with actual and specific job site conditions. Appointment should be set up through Denisa Clark, at 334-774-2355, ext. 4 or [dclark@dalecountyboe.org](mailto:dclark@dalecountyboe.org).**
- K. Any questions concerning this bid should be directed to Denisa Clark, at 334-774-2355 ext. 4, or [dclark@dalecountyboe.org](mailto:dclark@dalecountyboe.org).

## II. METHOD OF BID AWARD

- A. The successful bidder shall be an established company experienced in the specified products.
- B. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor's bids will be considered unacceptable.
- C. After refusal by the first bidder, the bid will be awarded to the next low bidder meeting requirements and specifications.

## III. PRICING

- A. Prices are to be quoted as indicated on the proposal form. Bid only one (1) brand that meets specifications. If more than one brand is quoted, the highest price will be used in tabulating the bid.
- B. The Dale County Board of Education reserves the privilege to resubmit or renegotiate any items if prices are beyond anticipated amount.

## IV. STANDARD CONTRACT CONDITIONS

- A. This contract shall be governed in all respects – as to validity, construction, capacity, and performance or otherwise – by the laws of the State and the United States.
- B. Contractors providing service under the Request for Bid, herewith assure the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, Entitled "Equal Employment Opportunity," as amended by Labor regulations (41CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- E. Contractor shall comply with applicable Federal, State, and Local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or application(s) for employment because of age, race, color, religion, sex, national origin or handicap.

- F. The contractor agrees to retain all books, records and other documents relative to the agreement for three (3) years after final payment. The system, its authorized agents, and/or State/Federal representatives shall have full access to, and the right to examine any of said materials during said period. If any investigation or audit is in progress, records shall be maintained until stated matter is closed.
- G. Contactor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.
- H. By signing this document, the contractor certifies that his bid is made without prior understanding, agreement or connection with any cooperation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respect fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of Federal law and can result in fines, prison sentences and civil damage awards.
- I. Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the school system shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

## V. INSTALLATION RESPONSIBILITIES

- A. Successful Foodservice Bidder:
  - 1. Coordinate with Dale County Schools for the delivery and installation of products.
  - 2. Relocate any existing equipment that is to be removed due to project construction to Dale County Schools warehouse or comparable location.
  - 3. Completely install all equipment as a turnkey job. Bidder to provide all labor and materials for complete installation, to include but not limited to: electrical wire, conduit, breakers, plugs and receptacles.
  - 4. Provide all specified accessories for new equipment.

B. School System:

1. Provide access to the building for all required work to be completed.

VI. SPECIAL INSTRUCTIONS: Returned bid packet should contain:

- A. Bid Pricing Form
- B. Debarment Form
- C. E-Verification
- D. W-9 Form

**DALE COUNTY BOARD OF EDUCATION  
CHILD NUTRITION PROGRAM  
FOOD SERVICE EQUIPMENT SPECIFICATIONS  
Bid Opening: February 5, 2021 at 10:00 a.m.**

**BID ITEM: G. W. Long School Walk-In Freezer Project**

**Project to include: Walk-In Freezer with Shelving with complete installation**

**ITEM 1 - WALK-IN FREEZER**

**THERMO KOOL or pre-approved comparable product**

13'8" x 15'11" x 8'6" High

Insulation: 4" DURATHANE, all-urethane foamed-in-place (Class1)

Exterior: Stucco Galvanized

Interior: Stucco Galvanized

Interior Floor: 1/8" Aluminum Treadplate

- (1) 34" x 76" Flush mounted entrance door, with hardware, pilot light and switch assembly, vapor proof light and dial thermometer, NSF listed
- (1) Interior Ramp
- (1) Door with 2 hinges
- (1) Kason #1806 LED light fixture at door
- (1) 36"high 1/8" aluminum treadplate kickplates, interior and exterior
- (1) Vinyl strip curtain
- (1) Pressure relief vent
- (3). 48" LED light fixture with bulbs

Enclosure panels

Trim

1/8" treadplate wainscot on exposed exterior 36" high

- (1) 5 HP, Remote pre-assembled refrigeration system Model RF0500L4SEB 208-230/60/3 low temperature, base, weather hood, winter controls, Scroll, air-cooled, R448A (38.5 MCA, 50 MOPD, 17 compressor RLA) with RL6E142DDA 208-203/60/1 coil (1.5 fan amps, 14.3 heater amps) with Dual speed EC motor.

5 year Compressor warranty

**ITEM 2 - WIRE SHELVING (24 EA)**

**Metro Model 2448NK3 or pre-approved comparable product**

**Dimensions: 48"w x 24" d**

Super Erecta shelf, or comparable product, wire, 48"W x 24"D Metroseal Green, or comparable product, epoxy-coated corrosion-resistant finish with Microban antimicrobial protection, NSF, plastic split sleeves are included in each carton

**ITEM 2.1 - WIRE SHELVING (24 EA)**

**Metro Model 2454NK3 or pre-approved comparable product**

**Dimensions: 54"w x 24" d**

Super Erecta shelf, or comparable product, wire, 54"W x 24"D, Metroseal Green, or comparable product, epoxy-coated corrosion-resistant finish with Microban antimicrobial protection, NSF, plastic split sleeves are included in each carton

**ITEM 2.2 - POST (48 ea)**

**Metro Model 74PK3, or pre-approved comparable product**

**Dimensions: 74.5 (h)**

Super Erecta SiteSelect Post, 74 ½" H, or comparable product, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban antimicrobial protection

**INSTALLATION**

**PLEASE NOTE: This is a TURN-KEY JOB with complete installation of job.**

**This project to include: all electrical service/wiring from electrical panel box, provide pad for condensing unit, installation of all lights and wiring, running refrigeration lines, drain lines and installing shelving.**

**Successful bidder to provide all labor and materials for complete installation to include, but not limited to: electrical wire, conduit, breakers, plugs and receptacles.**

## REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

### Title 2: Grants and Agreements

#### PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

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

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

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

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

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

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

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

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

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

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

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

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



# REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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

(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.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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) 696-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**STATEMENT OF BIDDER**  
**WALK-IN FREEZER PROJECT**  
**G.W. Long School**

**Bid Opening: Friday, February 5, 2021 at 10:00 a.m.**

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

<b>PROJECT</b>	<b>PRICE</b>
G.W. Long School Walk-In Freezer Project	

THIS BID MUST BE NOTARIZED.

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

BY: \_\_\_\_\_  
(Signature in ink only)

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

\_\_\_\_\_

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

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

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

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

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

**U. S. DEPARTMENT OF AGRICULTURE**

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

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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)**

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

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PR/Award Number or Project Name

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Names(s) and Titles(s) of Authorized Representative(s)

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Signature(s)

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Date

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## **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 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.