



JENNIFER BOYD
SUPERINTENDENT

LANETT CITY SCHOOLS

105 NORTH LANIER AVENUE
LANETT, ALABAMA 36863
TELEPHONE: 334-644-5900
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BOARD OF EDUCATION

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KATIE WALTON

INVITATION FOR BID

Bid Description: Lanett High School-Cafeteria Serving Line Equipment

Bid Number: 01-CNP21

Submission Procedures: The bid must be received at Lanett City Schools Board of Education, Attention: Julianne Ponder, CNP Director, 105 North Lanier Avenue, Lanett, Alabama, 36863 no later than the date and time indicated below. Each bid must be submitted in a sealed envelope with the **company name, opening date & time, and bid number clearly printed on the outside of the envelope.** Any bid received after the designated bid opening time/date, will be deemed late and not be considered by Lanett City Schools Board of Education. **Faxed or emailed bids will not be accepted.**

Prices Quoted: Lanett City Schools Board of Education is tax exempt from all tax. All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes. Tax exemption documentation will be furnished upon request.

Bid Opening Location: Lanett City Schools Board of Education, 105 North Lanier Avenue, Lanett, AL, 36863

Bid Opening Time: April 30th, 2021 at 10:00 AM eastern standard time

Award: Award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. Lanett City Schools Board of Education reserves the right to accept or reject any part of a submitted bid, to accept the entire bid from one Vendor, to accept portions of the bid from several Vendors, or to reject all bids submitted. The District reserves the right to award by line item to more than one Vendor.

Contract Period: Refer to attached specs

Bid Questions: For questions regarding the bid, contact Julianne Ponder, CNP Director, at jponder@lanettcityschools.org.

01-CNP21 1

VENDOR/CONTRACTOR DATA SHEET

SUBMITTED BY (SIGNATURE) _____

COMPANY OR BUSINESS NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

TAXPAYER ID NUMBER(S) _____

CONTRACT ADMINISTRATOR INFORMATION

NAME _____

TITLE _____

ADDRESS _____

CITY/STATE/ZIPCODE _____

PHONE _____

FAX _____

EMAIL _____

Is the Company a minority or woman owned company? Yes _____ No _____

REMITTANCE ADDRESS AND CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

ADDRESS _____

CITY/STATE/ZIPCODE _____

PHONE _____

FAX _____

CONTACT _____

PROPOSAL CHECKLIST

- 1. VENDOR/CONTRACTOR DATA SHEET (PAGE 2)**
- 2. SUBSTITUTION REQUEST FORM **if applicable** (PAGE 13)**
- 3. BID SHEET (PAGE 14)**
- 4. DEBARMENT CERTIFICATION (PAGE 15)**
- 5. E-VERIFY MOU (PAGE 17)**
- 6. AL IMMIGRATION COMPLIANCE CONTRACTOR (PAGE 18)**
- 7. AL IMMIGRATION COMPLIANCE SUBCONTRACTOR **if applicable (PAGE 19)**

GENERAL TERMS AND CONDITIONS

These are General Terms and Conditions that accompany each bid packet. Should the General Terms and Conditions be in conflict with any Special Terms and Conditions, the Special Terms and Conditions will prevail. ***BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS, AND INSTRUCTIONS FOR FUTURE REFERENCE.***

1. PREPARATION OF BIDS

- 1.1. Vendors are instructed to carefully read all terms, conditions and specifications set forth in the Invitation for Bid (IFB). Bid forms must be completed in their entirety on the forms furnished with this IFB.
- 1.2. All communications concerning this IFB should be submitted in writing to Julianne Ponder, CNP Director. Email to jponder@lanettcityschools.org is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written will be binding upon Lanett City Schools Board of Education (BOE).
- 1.3. All bids must be typed or neatly handwritten. No erasures are permitted. Any correction made on the bid form (white out or strike through) must be initialed in ink by the authorized representative of the company submitting the bid or the bid may be rejected.
- 1.4. All bids must be signed by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

2. SUBMISSION OF BIDS

- 2.1. Each bid must be submitted in a sealed envelope with the **company name, opening date and time, and bid number 01-CNP21 clearly printed on the outside of the envelope.**
- 2.2. Sealed bids must be received at Lanett City Schools Board of Education, Attention: Julianne Ponder, CNP Director, 105 North Lanier Avenue, Lanett, Alabama, 36863 no later than **April 30th, 2021 at 10:00 AM eastern standard time.** Bids that are mailed must be done in ample time to assure delivery prior to the bid opening date and time.
- 2.3. Bids delivered in Federal Express, UPS, or any such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
- 2.4. Bids will be publicly opened at the time and place set forth in the IFB.

2.5. Any bid received after the designated time, will be deemed late and will not be considered by Lanett City Schools BOE.

2.6. **Faxed or emailed bids will not be accepted.**

3. **SPECIFICATIONS**

3.1. For Goods: Manufacturer's listed as "Model Equivalence" in the IFB are to establish the general quality required. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but it is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.

3.2. All bids received shall guarantee items bid meet or exceed specifications listed. Any deviations from the specifications must be clearly identified. **If quoting other than specified, pictures, description, and specifications must accompany all bids.** Bidder shall specify make and model quoted. The Lanett City BOE will be the sole determiner as to whether the substituted items is of equal or better specification.

3.3. A Vendor's failure to deliver any items according to the specifications set forth in this bid may result in cancellation of the purchase.

3.4. Specifications are written as if in full detail. If there is an error in the description or specifications contained in the IFB, Lanett City BOE reserves the right to notify each of the Vendors separate from the IFB of such specification or description change and may require all bids to be in compliance with such modification. In the case of an error in the specifications or description, Lanett City BOE reserves the right to cancel the IFB and rebid.

3.5. All materials, equipment, etc., shall be new and of kind specified, and shall be in undamaged condition when turned over to the owner. Vendor shall be responsible for making any claims for items received damaged during shipment.

3.6. For Food: School Nutrition programs are required to "Buy American" (7 CFR 210.21), when purchasing domestic commodity or product with federal funds to the maximum extent practicable. If the domestic commodity or product is unavailable, the distributor shall promptly notify the Child Nutrition Department which will then determine the best alternative product for the District.

3.6.1. Domestic commodity or produce means: 1) an agricultural commodity that is produced in the U.S. and 2) a food product that is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (substantially is defined as: over 51 percent of the final processed product consists of agricultural commodities grown domestically.)

4. **PRICES QUOTED**

- 4.1. All bid quotes MUST remain firm for the requested contract term. If prices need to be increased due to market volatility, then Lanett City BOE reserves the right to award to the next lowest Bidder if that company is able to hold prices firm at their original bid price, or rebid the item(s).
- 4.2. For Goods: Bid pricing will include all equipment, material, and services necessary for furnishing and installing all new equipment herein specified, unless otherwise noted, and removing old existing equipment if requested.
- 4.3. Bid pricing must include any and all delivery charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.
- 4.4. Quantities/amounts noted in the IFB are estimates. Bidders are advised that the actual number purchased/required may vary from those in the IFB, depending upon the needs of the District and the availability of funds.

5. BACKORDERS

- 5.1. Items temporarily out of stock shall be a minimum. When this occurs, the purchasing authority shall be notified, as early as possible, in writing. Excessive backorders will be grounds for contract termination.

6. AWARDS

- 6.1. **The purchase of equipment is contingent upon the award of an equipment grant by the Alabama Department of Education.**
- 6.2. The Lanett City BOE reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by line item from different companies that result in the low bid.
- 6.3. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. This is the Vendor who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the IFB, and who is clearly capable of delivering the product or services specified. Bidders will be responsible for furnishing all product requirements requested on the bid to the school specified on the purchase order.
- 6.4. Lanett City Schools BOE reserves the right to negotiate a lower price than the bid award price on any line item with the successful Vendor, should the required quantity significantly exceed those on the IFB. If the District is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved.
- 6.5. If after the award there is a decrease in the price of a product from the manufacturer, or a rebate, the successful Vendor will pass that price decrease and/or rebate on to the District.

7. TERMINATION

- 7.1. This contract shall be in effect for twelve (12) months from the date of award with the option of renewal for an additional 12 month period upon agreement of the Vendor and Lanett City Schools BOE, unless cancelled for justifiable reasons by Lanett City Schools BOE or the Vendor. Notwithstanding any other provision of this agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled upon termination.
- 7.2. Immediate termination: This Contract will terminate immediately and absolutely if the Child Nutrition Director determines that adequate funds are not available such that the Child Nutrition Program cannot fulfill its obligations under the Contract, which determination is at the CNP Director's sole discretion and shall be conclusive.
- 7.3. Termination for Cause or Convenience: The Contract, in whole or in part, may be canceled by either party for cause or convenience with sixty (60) days written notice without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided to Lanett City Schools under the Contract up to and including the termination date. Lanett City Schools may terminate the Contract for non performance, as determined by the District for such causes as:
 - 7.3.1. Failing to keep or perform, or violation of any of the conditions, requirements, or agreements contained in the contract.
 - 7.3.2. Lanett City Schools BOE determines that the actions, or failure to act, of the Contractor, its agents, employees, or Subcontractors have caused, or reasonably could cause life, health, or safety to be jeopardized.
 - 7.3.3. The Contractor fails to comply with confidentiality laws or provisions.
 - 7.3.4. The Contractor furnished any statement, representation, or certification in connection with the contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
 - 7.3.5. Contractor's Termination Duties: Upon receipt of termination or upon request of Lanett City Schools BOE, the contractor shall cease work under the Contract and take all necessary appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including but not limited to results accomplished, conclusions resulting therefrom, and any other matters the BOE may require.
- 7.4. Force Majeure: Any of the following such occurrence(s) shall be referred to as force majeure: war, riot, acts of public enemies, or other disorders, strike or labor

of other work stoppage, fire, flood, natural disasters, epidemics, pandemics, Acts of God, or any other act not within the control of the party whose performance is interfered with or material shortage is a result of, and which, by reasonable diligence, such party is unable to prevent. In the event of Force Majeure the vendor will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the vendor and Lanett City Schools BOE. Neither party shall be responsible for any losses resulting from failure to perform any terms or conditions of the contract, except for payment of monies owed, if the party's failure to perform is attributable to circumstances beyond the reasonable control.

8. INVOICING & PAYMENTS

- 8.1. The successful Vendor will be required to supply an original invoice and, if applicable, to reference all invoices to the purchase order to which they pertain.
- 8.2. Payment terms are net thirty (30) days upon the satisfactory delivery and submission of an acceptable invoice.
- 8.3. No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the District's authorized representative.
- 8.4. Purchases by the District are not subject to Federal Excise Tax or State and Local Tax. Tax exemption documentation will be provided upon request.

9. SPECIAL TERMS & CONDITIONS

- 9.1. Bidders should make a site visit to the designated school to familiarize themselves with existing conditions. Schedule visit with Julianne Ponder, CNP Director (jponder@lanettcityschools.org).
- 9.2. Lanett City BOE reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- 9.3. Lanett City BOE assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
- 9.4. All prices are to be FOB destination.
- 9.5. **Installation must be done prior to the start of school 2021/2022 school year. School starts August 10th, 2021. Serving line will need to be installed by late July/early August to allow other trades to complete project requirements.**

- 9.6. Demonstration and start up check of equipment by Manufacturer's Rep required once installation complete.

10. WARRANTIES

- 10.1. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.
- 10.2. The successful bidder will provide copies of applicable warranty documents to the Child Nutrition Program Director or authorized representative.
- 10.3. The successful bidder agrees to provide a five (5) year warranty for protection from workmanship or materials defect on compressor parts and one (1) year labor.

11. MANUFACTURER'S NAME AND SUBSTITUTIONS

- 11.1. It is the intent of the specifications to establish a quality and performance standard for the equipment to be purchased. Reference to brand name and/or model numbers does not exclude bids from others as long as quality standards are met.
- 11.2. IF APPLICABLE- Bidders requesting substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitutions will require changes in mechanical or electrical or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.
- 11.3. In addition, a request for substitution must be accompanied by the manufacturer's specifications and a "Substitution Request Form" which provides the Lanett City Schools BOE with a detailed description of the manner of which proposed substitutions conforms and/or varies from the item specified. No request for substitution will be considered without an accompanying "Substitution Request Form".
- 11.4. If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitutions Request Form", the Contractor shall, at the discretion of the BOE, bring the equipment into compliance with the specifications at his own cost. In

consideration of the job stage at the time of final inspection, the Contractor shall take no more than 10 working days to make this replacement.

- 11.5. No request for substitution will be considered after ten (10) days prior to Bid Opening Date, except in instances where the item is no longer available.

12. DRUG/ALCOHOL/TOBACCO FREE WORKPLACE

- 12.1. Contractor and all Subcontractors, if any, shall not be in possession of or use of controlled substances or marijuana during the performance of this Contract. Contractor, and all Subcontractors, if any, shall adhere to all Lanett City Schools BOE district policies which prohibit the use of any alcohol or tobacco products while on school premises.
- 12.2. Contractor or Subcontractor may be suspended, terminated, or debarred if it violates these policies while on school premises.

13. CONTRACTING WITH SMALL & MINORITY FIRMS- 2 CFR 200.321

- 13.1. It is the intent of the District to provide maximum practicable opportunities in its solicitation to small businesses, minority firms, women's enterprises, and labor surplus area firms.

14. GENERAL CONTRACT CONDITIONS

- 14.1. This contract shall be governed in all aspects as to jurisdiction, validity, construction, capacity, performance, and otherwise by the laws of the State of Alabama and the United States. Contractor shall comply with applicable Federal, state, and local law regulations. The state of Alabama has legal jurisdiction.
- 14.2. The vendor agrees to retain all records and other documents relative to this agreement for three (3) years after the end of the contract year. The school, school food authority, 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 an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- 14.3. By signing this document, the vendor certifies that this bid is made without prior understanding agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The vendor certifies that collusive bidding is a violation of Federal law and can result in fines, prison sentences and civil damage awards.

15. FEDERAL CONTRACT CONDITIONS

- 15.1. All funds being administered through Lanett City Schools under the Child Nutrition Program are Federal and are governed by Federal Regulations. All

vendors must comply with and report violations of the following Federal contract requirements as applicable. (Refer to 2 CFR 200.318-.326 & 2 CFR 200 Appendix 2)

- 15.1.1. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41 CFR Part 60).
- 15.1.2. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
- 15.1.3. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- 15.1.4. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
- 15.1.5. Bidders 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.
- 15.1.6. Bidders must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. 7401-7671q). The Contractor agrees to report each violation to the USDA and appropriate EPA Regional Office.
- 15.1.7. Bidders must comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor agrees to report each violation to the USDA and appropriate EPA Regional Office
- 15.1.8. Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 15.1.9. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
- 15.1.10. Bidders must comply with the requirements of 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 government-wide 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 contain 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.

**LANETT CITY BOARD OF EDUCATION
SUBSTITUTION REQUEST FORM**

VENDOR NAME _____ BID # _____

BID NAME _____

ITEM # _____

ITEM DESCRIPTION _____

REQUESTED SUBSTITUTE _____

HOW IS SUBSTITUTE SIMILAR? _____

HOW IS SUBSTITUTE DIFFERENT? _____

****MANUFACTURER'S SPECS MUST BE INCLUDED****

APPROVAL DATE

APPROVED BY

BID SHEET

BID # 01-CNP21 Lanett High School Cafeteria Serving Line Equipment

April 30, 2021

We, the undersigned, propose to furnish and deliver all of the deliverables and/or services named in the attached Invitation for Bid (IFB) for the price(s) quoted. We further agree to deliver goods and services that meet or exceed the specifications described herein at the price(s) quoted.

We further agree to strictly abide by all specifications and terms and conditions contained in the IFB. Any exceptions are noted in writing and included with this proposal.

It is understood and agreed that this proposal constitutes an offer, which if accepted by Lanett City Schools Board of Education (BOE), and subject to terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the BOE.

It is understood and agreed that we have read the BOE's specifications shown or referenced in the IFB and that this proposal is made in accordance with the provisions of such specifications. By our written signature, we guarantee and certify that all items included in the bid/proposal meet or exceed all such specifications.

TOTAL EXTENDED PRICE \$ _____

IF NO BID, STATE REASON: _____

Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

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

Project Name (IFB #)

Name of Authorized Representative(please print)

Title

Signature

Date

Debarment 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.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the Local Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with the attached E-Verify Memorandum of Understanding. If you do not believe these obligations apply to you, please notify the Board immediately.

Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ and unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute and affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

TO THE EXTENT THAT THERE IS NO FORMAL WRITTEN CONTRACT BETWEEN THE BOARD AND THE CONTRACTOR, SUCH AS WHERE BUSINESS IS CONDUCTED BY PURCHASE ORDER, THIS DOCUMENT SHALL SERVE AS THE ALABAMA COMPLIANCE CONTRACT.

**Alabama immigration Law Compliance Contract Notice Acknowledged and Agreed by
Contractor whose name appears below:**

Contractor Officer or Owner Signature / Date

Print Name / Title / Company

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

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public

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

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama

Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9 (c) and (d).

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

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public

USDA Non-Discrimination Statement

In accordance with Federal civil rights laws 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, audiotope, 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 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 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; or
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

LANETT HIGH SCHOOL

Item: Serving Line Equipment

Brand/Model: Advance Tabco Custom Series or pre-approved equal

Requirements:

1. GENERAL CONSTRUCTION:

a. Counter tops to be 14 ga. stainless steel. All exposed edges to have a straight or bullnose turndown as specified. All corners and edges to be fully welded. Top to have equal to a #4 finish with corner edges ground and polished to match. Tops enclosed base counters and serving counters to be braced with hat channel galvanized bracing stud bolted to the underside of top and furnished with cadmium plated lock nut fasteners.

b. Body of the counter to be sectional, unitized construction, with ends and rear formed from a continuous sheet of metal to unitize the body, with partitions being spot welded into place. Counter exterior front and exposed ends facing the dining room are to be 18 gauge stainless steel clad with a Vinyl Graphic Wrap. The counter rear facing the kitchen and unexposed ends are to be 18 gauge stainless steel. Bottom of the counter will be closed and furnished with 12 gauge channels for mounting the legs or casters. Body to be trimmed with 18 gauge stainless steel corner angles.

- a. Where called for in itemized specifications, provide 18 gauge stainless steel louvered panels.
- b. Counter bodies to be constructed to appear as a continual counter when installed together.

c. Graphics:

The exterior where specified on the counters are to include an upgraded Vinyl Graphics Package. Vinyl graphics are to be applied to the 18 gauge stainless steel panels. The school and child nutrition department will assist the design department at Advance Tabco in developing the final graphic to be used before the counters are constructed.

d. Hot Food Wells:

Food Wells to be electric dry-moist insulated drop in style with 12" x 20" openings. Each well is furnished with individual thermostat controls pre wired to a control panel. Wells are to be built with UL recognized components. Each hot food well is furnished with the manifold drain option. A 1" OD drain is connected to a manifold and routed to a common connection point and furnished with a shut off valve as required. Hot food wells are in a 1-1/4" recessed top.

e. Cold Pan:

Cold Pan to be a drop in style the length as described in the itemized specification. Cold pan to be 20" wide x 9-1/2" deep mechanically-cooled type. Underside of the pan to have continuous refrigeration coil sealed in thermo mastic compound. Unit to be fully insulated and furnished with 18 gauge galvanized exterior. Each cold pan is furnished with a pre wired control panel. Pan to have 1-1/4" brass drain extended to shut-off valve below bottom of counter. Furnish self-contained refrigeration unit of proper size. Cold pan designed to meet NSF-7 standard requirements. Cold pan will include the SU-71 optional compressor warranty.

f. Drains:

Hot wells and cold pan to be furnished with a drain valve with a 48" clear plastic hose. The drain valves are to be located so they are easily accessible from the server side of the counter.

g. Casters:

Where specified counters are to be mounted on **TA-25BP** 5" polyurethane casters. Casters are attached to a 12 gauge hat channel that is welded to the counter body. Casters will all have brakes. Casters are designed to be removable in the field for servicing or replacement.

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h. Legs:

Where specified counters are to be mounted on 6" Legs. Legs to have die-stamped fully enclosed stainless steel gussets welded to a 12 gauge galvanized iron plate and hat channel that is welded to the body. Legs are to be spaced on maximum of 6'-0" centers.

i. Self Service Double Sided Style Sneeze Guards:

Sleek Shield Sneeze guards will have an 18 gauge stainless steel serving shelf with a bull nose turndown on the front and rear and a straight turn down on all sides. All corners and edges to be fully welded. The guards will have sloped fronts with adjustable 1/4" Tempered Glass sneeze guards and glass SPG-1 end panels. Uprights and framing to be 1" stainless steel posts. Uprights are attached to the counter top with concealed fasteners.

j. Display Lights:

Where specified provide LED-S series aluminum finish display light fixtures mounted below the top shelf. Light fixtures are to be interwired to a switch mounted in the counter body and to the load center located in the counter body.

k. Control Panel:

An individual control panel will be furnished and interwired to the load center for the hot food wells and heat display lights. **Control panels are designed to be located in the counter body behind the cabinet doors. All wiring for the display lights and heat lamps are to be run through the stainless steel tubing supports or chases up to the fixtures.**

l. Load Center Electrical Panels:

As specified each counter will include One (1) Square D 120/208V-1-phase circuit breaker load center panel. All counter will be UL Listed with a label attached.

m. Attached Cord and Plug:

Counter load centers are furnished with an attached cord and plug.

n. Extend Top Tray Slides:

Where specified counter tops will be extended forming a flat tray slide area.

SERVING LINE WILL CONSIST OF THE FOLLOWING:

Item #1

Tray and Utensil Stand: (1-Req.)

1. Advance Custom Series Style **EB-SS-304**

2. Upper shelf is 15-1/2" x 48" and will have a **TA-34** top cut out for two (2) 12-1/2" x 7" pans and one (1) 12" x 20 x 4" pan.

a. Bidder is to supply the required pans with the Serving Lines

3. Lower shelf is 15-1/2" x 48" and will accommodate stacks of school trays

4. Exterior front and side of the body will be stainless steel and covered with a vinyl graphic wrap

5. Exterior rear will be stainless steel.

6. Exterior dimensions will be: 31" x 48" x 35-1/2" high

7. Stand is mounted on **TA-25PB** 5" casters two (2) with brakes

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Item #2

Cold Food/Hot Food Counter Section: (1-Req.)

1. Advance Custom Series Style **HB-SS-48-144**
2. 12" Flat top counter section with no sneeze guard
3. Drop-in two (2) pan mechanically cooled cold pan, Advance Tabco Model DIRCP-2 with one (1) drain valve and removable divider bars. Provide louvered panels in the base as required.
4. Six (6) hot food wells Advance Tabco DISW-6-240-TM.
5. Hot wells are in a 1-1/4" recess
6. NSGD-40-132 Double Service Self Service Style Sneeze Guard with Stainless Steel Display Shelf
7. One (1) LED-S-60 and one LED-S-48 (1) display lights mounted under the stainless steel display shelf
8. Extended top forming a tray slide area on both sides of the counter
9. Counter height 35-1/2"
10. Counter depth will be 48"
11. Vinyl Graphic Wrap on counter side facing the dining room and exposed end at the utensil stand
12. Unexposed ends and the control side of the counter to be stainless steel
13. Counter is mounted on **TA-25PB** 5" casters all with brakes
14. Concealed control panels for the Cold Wells, Hot Food Wells, and display lights
15. Hinged doors on the control (kitchen) side of the counters for access to the refrigeration system, hot food well drains, controls, and load center.
16. TA-205 pin and sleeve line up locks
17. Counters to be UL Listed with a label attached
18. Counter to be wired to one location load center circuit breaker panel in the counter base and furnished with a cord and plug.
19. Utility Connections:

Electrical:

- 208V-1-ph.
- 120V-1-ph.
- 40-Amp load
- 50 Amp load center

Plumbing:

- One (1) 1" drain hose for hot food wells
- One (1) 1" drain hose for cold food pan

Item #3

Cold Food/Flat Top Counter Section: (1-Req.)

1. Advance Custom Series Style **HB-SS-48-60**
2. Drop-in two (2) pan mechanically cooled cold pan, Advance Tabco Model DIRCP-2 with one (1) drain valve and removable divider bars. Provide louvered panels in the base as required.
3. 18" Flat Top counter section under the sneeze guard
4. NSGD-40-60 Double Service Self Service Style Sneeze Guard with Stainless Steel Display Shelf
5. One (1) LED-S-48 display light mounted under the stainless steel display shelf
6. Extended top forming a tray slide area on both sides of the counter
7. Counter height 35-1/2"
8. Counter depth will be 48"
9. Vinyl Graphic Wrap on counter side facing the dining room
10. Unexposed ends and the control side of the counter to be stainless steel
11. Counter is mounted on **TA-25PB** 5" casters all with brakes
12. Concealed control panels for the Cold Wells and display light
13. Hinged doors on the control (kitchen) side of the counters for access to the refrigeration system controls, and load center.
14. TA-205 pin and sleeve line up locks
15. Counters to be UL Listed with a label attached

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16. Counter to be wired to one location load center circuit breaker panel in the counter base and furnished with a cord and plug.

17. Utility Connections:

Electrical:

120V-1-ph.

18-Amp load

25 Amp load center

Plumbing:

One (1) 1" drain hose for cold food pan

Item #4.

Cashier Counter Section: (1-Req.)

1. Advance Tabco Custom Series Style **HB-SS-48-62**

2. Each counter is designed for two (2) cash register/computer station

3. Stainless steel 9-1/2" wide flat style stationary tray slide mounted on the counter sides at 32" high

4. Counter height to be 35-1/2"

5. Counter depth will be 48"

6. Raised counter section to be 24" x 58" x 3-1/2" high

7. Raised section of the counter to be open to the cashier side

8. Base of the counter is designed with:

a. One (1) recessed stainless steel fixed undershelf

b. One TA-42 interior partition between the cashier area and the base of the flat top counter section

9. Two (2) TA-62C 120V 20 Amp GFI Outlets mounted to the partition in the base of the counter for the cash register computers. Each receptacle is furnished with a cord and plug.

10. Vinyl Graphic Wrap on counter sides facing the dining room

11. Unexposed end, the cashier station, and the side facing the kitchen to be stainless steel

12. Counter is mounted on **TA-25PB** 5" casters all with brakes

13. Counter will include two (2) TA-108 openings in the counter top to route data and power to the cashier counter base and one TA-108 in the bottom shelf of the counter to route data into the counter base.

14. Hinged door on the side of the counters for access to the counter base

15. The interior of the Cashier's station is to be finished with 18 gauge stainless steel

16. The flat top portion of the counter will have a 14" x 58" stainless steel enclosed pan holder frame sloping toward the center of the counter designed to hold two (2) 7" x 12" and two (2) 12" x 20" pans.

17. One (1) TA-34 top cut out below the pan holder frame to allow pans on the edge of the counter to fit down into the counter top.

18. Utilities for the cashier counter

Electrical two 120V-1-phase cord and plug sets with NEMA 5-20P plugs.

Item #5

Supplied by the bidder and delivered when the counters are installed.

Four (4) 12" x 20" x 6" acrylic pans

Six (6) 12-1/2" x 7" x 6" acrylic pans

Item #6

SCOPE OF WORK:

Food Service Dealer:

1) Verify layout dimensions and utility requirements

2) Coordinate with the Advance Tabco factory representative to review all drawings for approval.

3) Deliver and set in place the new serving lines items.

a) Remove all PVC protective coating from the serving line counters.

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- b) Connect the individual counters together
- c) Remove all cartons and crates.

School System:

- 1) Provide access to the building for the food service dealer and related trades to complete the work required.
- 2) Remove the existing serving line items.
- 3) Assist Advance Tabco Design Department with Graphic design for the vinyl wrap used on the counters
- 4) Provide as required new electrical receptacles in the floor to accommodate the new plugs on the serving line counter sections.
- 4) Inspect the job for final approval.