

Homewood City Board of Education  
Child Nutrition Program

February 24, 2025

Dear Sir or Madame:

You are invited to submit sealed bids on Refrigeration Parts and Installation for Homewood City Board of Education Child Nutrition Program at Homewood Middle School. Walk-ins are existing and this bid for the replacement for the refrigeration systems only.

Bids will be received at the Homewood City Board of Education, 450 Dale Avenue, Homewood AL, 35209, until 2 p.m. CDT on Wednesday March 12, 2025.

A table of contents is included in this bid. It is the Vendors' responsibility to assure all contents are received. If something is not in your bid packet, or if you have questions pertaining to this bid contact Rachel Fowler, CNP Director for Homewood City Schools at 205-877-4547.

This is a joint and severable bid and the Homewood City Schools Board of Education reserves the right to reject any or all bids and to waive informalities.

Sincerely,

Rachel Fowler  
CNP Director, Homewood City Schools

INVITATION TO BID  
REPLACEMENT REFRIGERATION PARTS & INSTALLATION  
CNP BID# 20242505  
HOMEWOOD CITY BOARD OF EDUCATION

TABLE OF CONTENTS

Table of Contents	Page 2
Checklist for Vendor Packets	Page 3
Specifications and Installation Requirements	Page 4
General Specifications and Considerations	Page 5-8
Appendix A	Page 9-12
Required Forms	Page 14-23

CHECKLIST FOR VENDOR BID PACKETS

_____ Responsibility Agreement	(Page 13)
_____ Owner Disclosure Certificate	(Page 14-15)
_____ Appendix B (Disbarment)	(Page 16-18)
_____ Non-Collusive Bidding Certification	(Page 19)
_____ Certification of Compliance with Specifications	(Page 20)
_____ Immigration Law Compliance (E-Verify)	(Page 21-22)

PRODUCT SPECIFICATIONS:

- A. Refrigeration system shall be guaranteed for parts and labor for a period of one year (1) year with an additional four (4) year compressor warranty.
- B.
  - 1. Furnish Freezer with (2) Bally BLP207LE-S2D SV+, SmartVap+ Electric Defrost evaporators 208-230/1/60, with EEV Installed and (1) 2 ½ HP air-cooled BEZA020-L8-HT3DB, scroll condensing units R448A (208-230/3/60), designed for outdoor operation. Furnish Cooler with (1) Bally BLP211MA-S1D SV+, SmartVap+ Air Defrost evaporators 115/1/60, with EEV Installed and (1) 1 HP air-cooled BEZA010-L8-HT3DB, scroll condensing units R448A (208-230/3/60), designed for outdoor operation.
  - 2. Refrigeration system to be complete with (5) 50' CAT5 cables for evap connection, 8-Port switch and Edge Manager for building system monitoring.
  - 3. Furnish single tier refrigeration rack for cooler unit and double tier refrigeration rack for freezer unit.

VENDOR RESPONSIBILITIES:

- A. New refrigeration systems to be placed in new location. Units shall sit on customer supplied compressor stands.
- B. All refrigerant lines shall be extended in a neat and orderly manner. All copper tubing shall be securely supported with clamps and Unistrut. All copper tubing shall be refrigerant grade A.C.R. Type "L" hard copper attached with forged or wrought copper fittings. Silver solder and/or Sil-Fos shall be used to join all refrigerant piping. Soft solder is not acceptable. Conduit, wiring and refrigerant lines will be concealed within walls, ceilings, and floors of building as much as feasible.
- C. Hard copper line sets are to be installed in accordance with acceptable refrigeration practices including utilization of all necessary line traps and line grading to maximize the flow of oil and refrigerant and/or condensate throughout the system.
- D. Drain line piping shall be A.C.R. Type "L" hard copper, properly graded and trapped outside of the compartments.
- E. All walk-in panel penetrations are to be field drilled with PVC sleeves utilized. Sleeves to be internally sealed with polyurethane foam.
- F. Connect each evaporator to the 16-port switch and then connect switch to Edge Manager via CAT5 cables.
- G. Bidder is responsible for all the electrical between the electrical disconnect and all the points of connection including control wiring. All electrical conduit is to be of lock-tite type or field foamed-in-place.

HOMEWOOD CITY PUBLIC SCHOOLS RESPONSIBILITIES

- A. Owner is responsible for providing four (4) energized electrical disconnects as required mounted within 5' of the proposed condensing unit locations. Electrical disconnects to include a properly sized 120-volt circuit with circuit breaker protection.
- B. All connections from Edge Manager (BACnet Enabled) to building system monitoring system for refrigeration systems.

## GENERAL SPECIFICATIONS AND CONSIDERATIONS

Sealed bids will be received at the Homewood City Board of Education, 450 Dale Avenue, Homewood, AL 35209, until 2:00pm, March 12, 2025, and then publicly opened and read.

Please return your bid in a sealed opaque envelope clearly marked "Refrigeration System Bid". Please include all items on the "Check List for Vendor Packet". Deliver or Mail these items to:

Rachel Fowler, CNP Director  
Homewood City Schools  
450 Dale Avenue  
Homewood, AL 35209

1. All bids are to be sealed. Envelopes containing bids shall be marked on the outside. An envelope is enclosed to facilitate each Bidder's maintaining compliance with this requirement. All bids shall be mailed or hand delivered in accordance with the foregoing instructions. The Homewood City Board of Education, at its sole discretion, reserves the right to consider any Bids which are improperly labeled (in accordance with this provision) deficient. Any such bids may be declared non-responsive and shall not be considered. Bidders shall submit on or before the bid opening, one (1) original copy of the request for bid.
2. Bids shall be opened in accordance with the foregoing instructions. Bids may be hand delivered or mailed; however, it is the Bidder's responsibility to ensure bids are received not later than 10:00 AM CST, on Tuesday, September 10, 2024. Bids received after this time shall be declared non-responsive.
3. Each bid shall be submitted on the Bid Proposal Form furnished by the The Homewood City Board of Education. Bids submitted in any other form, format or on any other medium shall not be considered. No bid shall be withdrawn or modified after the time set for bid opening.
4. By submitting a bid(s) pursuant to this Invitation to Bid, Bidders agree to and accept the terms and conditions specified herein.
5. All quotations must be in ink or typewritten. Mistakes may be crossed out and corrections inserted adjacent and initialed by the signer of the bid.
6. The Board of Education is not liable for Federal Excise or State Sales Tax as accorded by Section 40-23- 4(11), Code of Alabama 1975 as amended, and as further clarified in Alabama Department of Revenue Regulation 810-6-3-.47.03.
7. F.O.B.: Unless otherwise noted herein, the F.O.B. point shall be the Board's designated location. As applicable, successful Bidders shall bear all risk of loss for all merchandise covered by this Invitation until said goods have been delivered to the designated location(s).
8. The omission of explicit reference or enumeration from this document to rights otherwise accorded to the The Homewood City Board of Education in accordance with Federal Law, the Alabama Competitive Bid or other Laws, or Local laws/ordinances, is not intended to affect and shall not be construed to affect a waiver of said rights by the The Homewood City Board of Education
9. All bids submitted must be valid for a minimum period of 60 days after the bid opening date.
10. Bid Bond is not required for this procurement.

11. Bid Evaluation. The Homewood City Board of Education shall evaluate this bid based on specified criteria herein in accordance with the Alabama Competitive Bid Law. This bid will be awarded to the lowest and most responsible bidder meeting all requirements of specification listed herein, and based on bottom-line total. A no-bid on any item is considered a no-bid for this entire bid.

12. The bid award will be announced following approval at the next called Board meeting.

13. Pricing. Prices must include transportation (including fuel surcharge, if applicable) labor, equipment, material and shall remain firm for the term of the contract. If price adjustments are requested pursuant to the terms of this contract, the Contractor must notify the County ninety (90) days prior to the current term's expiration date.

14. Contract Termination. The Homewood City Board of Education reserves the right to terminate the contract award for non-performance or a material breach of stipulated terms and conditions set forth in this Invitation to Bid. In the event a contract is terminated for non-performance, the The Homewood City Board of Education reserves the right to award this bid to the next Lowest Responsible Bidder pursuant in accordance with Alabama Code Section 16-13B-1 et. seq (Alabama Competitive Bid Law). Procedures for termination of contracts.

- Verification. Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached. GPPB Resolution No. 018-2004 dated December 22, 2004, Annex "A" Page 4 of 6 Annex "A"
- Notice to Terminate. Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate contracts only by a written notice to the Supplier/Contractor conveying the termination of the contract. The notice shall state: a) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same; b) the extent of termination, whether in whole or in part; c) an instruction to the Supplier/Contractor/Consultant to show cause as to why the contract should not be terminated; and d) special instructions of the Procuring Entity, if any. The Notice to Terminate shall be accompanied by a copy of the Verified Report.
- Show Cause. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier/Contractor/Consultant shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Supplier/Contractor/Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract.

15. Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).

Alabama laws require that, as a condition for the award of a contract by a school The Homewood City Board of Education to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding MAY be included with the bid or at a time determined and requested by the Purchasing Department to facilitate approval by the SFA County The Homewood City Board of Education. Bidders who do not believe these requirements are applicable to their entity should include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify). The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees.

16. Electronic Communication Disclaimer. The Homewood City Board of Education makes no warranties of any kind, whether expressed or implied, that a bidder's Electronic-Mail (Email) shall not be intercepted by The Homewood City Board of Education's network firewall, which is utilized to ensure network security. Bidder assumes all risks of communication relying solely on its E-mail or facsimile. The Homewood City Board of Education shall not be responsible for any damages suffered due to loss of data resulting from delays,

non-deliveries, mis-deliveries, or service interruptions caused by the Bidder's own negligence, user errors, or omissions.

17. Act No. 2012-491. Act No. 2012-491. Requires School Boards of Education to include the following clause in all contracts or agreements: "By signing this contract, the contracting Parties affirm, for the duration of the agreement, that they shall not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

18. Bid Amendment. The Homewood City Board of Education reserves the right to issue a Bid Amendment necessary to clarify, modify, or support the information in this Invitation to Bid as stipulated herein. Said Bid Amendment shall be considered part of this Invitation to Bid as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of modified or revised information differ from those of the original bid documents, the Bid Amendment shall govern and take precedence. **BIDDERS MUST SIGN THE BID AMENDMENT AND SUBMIT IT WITH THEIR BIDS.** An issuance of a Bid Amendment to this Invitation to Bid shall be communicated to Bidders by the effective posting of said Bid Amendment to the areas listed in item number 26.. No other changes or revisions, regardless of source, shall be valid or binding.

19. Bid Addendum. The Homewood City Board of Education reserves the right to issue a Bid Addendum necessary to clarify, modify, or support the information in this Invitation to Bid as stipulated herein. Said Bid Addendum shall be considered part of this Invitation to Bid as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the supplementary information differ from those of the original bid documents, the Bid Addendum shall govern and take precedence. **MUST SIGN THE BID ADDENDUM AND SUBMIT IT WITH THEIR BIDS.** An issuance of a Bid Addendum to this Invitation to Bid, shall be communicated to Bidders by the effective posting of said Bid Addendum to the areas listed in item number 26. No other changes or revisions, regardless of source, shall be valid or binding.

20. Alternate Bids. This Invitation is not an advertisement for "Alternate Bids". All bids that contain "Alternate Bids" shall be a basis for disqualification. The Homewood City Board of Education shall discard an "Alternative Bid" pursuant to this Invitation.

21. Bid Publication. In accordance with the Alabama Competitive Bid Law, this Invitation is posted in the reception area of the Homewood City Schools Board of Education, 450 Dale Avenue, Homewood, AL 35209 and on the District Board Website: [Homewood.k12.al.us](http://Homewood.k12.al.us).

22. Non-responsive Bid. The Bidder shall submit its bid proposal strictly in accordance with the requirements and specifications stipulated on the proposed Bid Form as provided herein. The Homewood City Board of Education reserves the right to declare any bid that fails to comply with this provision, a "Non-responsive Bid".

23. Non-responsible Bid. The Homewood City Board of Education reserves the right to declare any bid a "Non-responsible Bid" if it determines, in its sole discretion, that the bid demonstrates the bidder is unable or does not have the capability or capacity to perform the services specified herein.

24. Bid Cancellation. The Homewood City Board of Education reserves the right not to award or to otherwise cancel this Invitation to Bid at any time prior to its stipulated "Public Reading Time/Date".

25. Signature Authorization. A duly authorized officer or designee shall sign with the firm's legal name on the bid form. Obligations assumed by said signature shall be fulfilled in accordance with the specifications, terms, and conditions as prescribed herein.

26. Email is the preferred method for sending invoices and statements: [efowler@homewood.k12.al.us](mailto:efowler@homewood.k12.al.us).

27. Bid Formalities. As time is of the essence, the Homewood City Board of Education reserves the right to reject any or all responses, bids, and offers, and to waive, at its discretion, any informalities or irregularities involving the

bid process or evaluation in order to expedite administrative processes, accommodate minor error, or respond to unforeseen circumstances. However, the following formalities listed below shall not be waived:

27.1 Bids received after the specified bid submission date and time indicated on the bid document AND Bids postmarked prior to bid opening time, but not received, shall not be considered and shall be returned to the bidder unopened.

27.2 Bids received but have not been signed by an authorized signatory, shall be deemed Non-responsive.

27.3 A Bid Bond is not required.

27.4 The bidder misrepresents or conceals any material fact in the bid.

27.5 The bid does not conform to the bid documents.

27.6 The bid does not comply with requirements, specifications, and conditions of the bid document.

27.7 It is deemed in the best interest of the Homewood Board of Education.

28. Should a bidder find discrepancies in or omissions from the bidding document or should there be any doubt as to the meaning, clarification should be requested by calling Rachel Fowler at 205-877-4547.

29. Summary of Bid Inquiries and Responses. The Homewood City Board of Education shall post a Comprehensive Response of compliant Bid Inquiries to the The Homewood City Board of Education Board's websites.

30. Collusive Agreements (AL Code § 16-13B-5)

30.1 Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to the awarding authority on future purchases.

30.2 Whoever knowingly participates in a collusive agreement in violation of this section involving a bid or bids exceeding the state bid threshold shall be guilty of a Class A misdemeanor and, upon conviction, shall be punished as prescribed by law.

30.3 Whoever knowingly and intentionally participates in a collusive agreement in violation of this section involving a bid or bids exceeding the state bid threshold, shall be guilty of a Class C felony, and upon conviction shall be punished as prescribed by law.

31. Procurement Levels. The Homewood City Board of Education makes no representation of warranty, either implied or expressed, regarding future or minimum procurement levels.

32. Termination of Non-appropriation of Funds. Notwithstanding any other provision or stipulation of this Invitation to Bid and resultant Contract, the Homewood City Board of Education shall not be obligated for the successful bidder's and subsequent contractor's performance hereunder unless and until Funds for this Contract are appropriated for each future fiscal year. If Funds are not appropriated for Contracted good and/or services prescribed herein, then said Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The Homewood City Board of Education shall notify the successful bidder in writing of any such non-appropriation of funds.

33. Required Federal Provisions for Procurement in Child Nutrition Program. Bidder shall review and submit bid proposal based on applicable provisions stipulated in the Appendix A (Required Federal Provisions for Procurement in Child Nutrition Program), and said appendix is hereby incorporated by reference into the Terms and Conditions stipulated in this Invitation to Bid.



## APPENDIX A

### Required Federal Provisions for Procurement in Child Nutrition Program

#### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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 sub recipient 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 sub recipient 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 sub recipient 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 sub grants 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 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 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.

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.

#### Civil Rights Statement

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) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

RESPONSIBILITY AGREEMENT

REPLACEMENT REFRIGERATION PARTS AND INSTALLATION BID # CN20242504  
THE TERMS AND CONDITIONS OF THIS BID ARE UNDERSTOOD AND ACCEPTED.

Bids will be opened at 10:00 a.m. CDT March 12, 2025. Submit bids to: Homewood City Board of Education, 450 Dale Avenue, Homewood, AL, 35209. Envelopes should be sealed and marked "Refrigeration System Bid".

The Boards of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the low responsible bidder or bidders.

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In compliance with your invitation to bid on a replacement refrigeration system, the undersigned proposes to furnish The Homewood City Board of Education in compliance with the terms and conditions listed in the instructions for bidders.

We are in the position to furnish the equipment and installation services at the prices stated. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder.

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 bid at a fixed price or to refrain from bidding otherwise.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE/TITLE

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTACT PERSON

THIS BID MUST BE NOTARIZED.

Sworn to and Subscribed before me this

\_\_\_\_\_  
OFFICE TELEPHONE

\_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
CELL PHONE

\_\_\_\_\_  
Notary Public

List below the name and telephone number of the individual to be contacted concerning questions on this bid:

\_\_\_\_\_

Return this form with bid submittal

OWNER DISCLOSURE CERTIFICATE

Bidder's Name: \_\_\_\_\_

Requisition Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Toll Free: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Internet Address: \_\_\_\_\_

Customer Service Contact \_\_\_\_\_ Sales Representative \_\_\_\_\_

Phone: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

SPIN Number (E-rate only) \_\_\_\_\_ SS# if Sole Proprietor: \_\_\_\_\_

Annual Sales Volume \_\_\_\_\_ Year Company Established: \_\_\_\_\_

Contact Person for Contract Processing: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-mail \_\_\_\_\_

Remit to name and address: (if different from 'Requisition Address' above)

Remittance Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Accounts Receivables' Contact Name: \_\_\_\_\_

List type of product(s) and/or service(s) with the appropriate Standard Industrial Classification (SIC) for company, if known:

\_\_\_\_\_

\_\_\_\_\_

The following information refers to company ownership and shall be used for informational purposes only. Contact your Regional or District U.S. Small Business Administration Office if clarification is needed for small or large business classification (As defined by Code of Federal Regulation (CFR) 13 Part 121). SBA's size standards define whether a business entity is small. Size standards have been established for types of economic activity, or industry, generally under the North American Industry Classification System (NAICS). Failure to respond to this section shall result in your company being classified as a large business.

OWNER DISCLOSURE CERTIFICATE, CONTINUED

PLEASE CHECK THE APPROPRIATE STATEMENTS:

This Bidder is a:

- Women-owned business  
(Company shall be 51% or more women- owned, controlled, and operated)
- Male-owned business
- Sole Proprietor  
(Provide SSN of proprietor)
- Non-profit business
- Corporation
- Partnership

The Bidder is a Qualified Disadvantaged<sup>1</sup> company:

- Black American
- Hispanic American
- American Indian
- Asian Pacific American
- Asian Indian American
- Disabled
- Other socially / economically disadvantaged designation

Please specify: \_\_\_\_\_

<sup>1</sup>To be considered a Qualified Disadvantaged entity, the company must be 51% or more owned, controlled, and operated by one or more of the classifications described above.

This Bidder is a:

- Contractor, please specify type: \_\_\_\_\_
- Distributor
- Manufacturer
- Manufacturer's Representative
- Service
- Retailer
- Wholesaler
- Other: \_\_\_\_\_

I certify that the above information is true and correct:

Authorized signature: \_\_\_\_\_

Print/type name of authorized person: \_\_\_\_\_

Title: \_\_\_\_\_

Return this form with bid submittal

APPENDIX B

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, Participant's 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 being 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 PR/Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature(s) Date



Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion,  
(continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the 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 whom 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," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom 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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records 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 five 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.
18. "Buy American" – Federal Funds cannot be used to purchase foods not produced in the United States. Products not grown in the U.S. are exempt, i.e. – olives. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product label.

19. A. Standard District Conditions: This contract shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama. Contractors providing service under this Request for Proposal, herewith, assures the school districts that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 1246, entitled "Equal Employment Opportunity", as amended by Labor regulation (41 CFR Part 60). State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices. Contractor shall comply with applicable federal, state, and local laws and regulation pertaining to wages, hours, and conditions of employment. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment for audit purposes and to make said records available upon request. Contractors are required to be in compliance with the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations.
- B. By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, and is in all respects fair and without collusion or fraud.
- C. 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 systems 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.
- D. The Homewood City Board of Education will not actively solicit bids, proposals, and quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified fresh dairy products. If the contract term(s) are not met, the Boards of Education reserve the right to purchase elsewhere any and/or all products covered by this contract if available from another source.

Return this form with bid submittal.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

- 1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
- 2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior the opening of bids to any other bidder, competitor or potential competitor.
- 3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
- 4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: \_\_\_\_\_

PRINT/TYPE NAME  
OF AUTHORIZED PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Officer of the Company)

Contact Person: \_\_\_\_\_

Contact Person Title: \_\_\_\_\_

Return this form with bid submittal.

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the company hereby represented, and that the company being represented is authorized to do business in the State of Alabama and hereby certify that he/she has examined and fully comprehends the requirements of and specifications for REPLACEMENT REFRIGERATION SYSTEMS for The Homewood City Board of Education

We propose to provide REPLACEMENT REFRIGERATION SYSTEMS and guarantee that if the contract is awarded to us, we will provide PARTS AND INSTALLATION in accordance with your requirements and specifications unless otherwise indicated.

COMPANY: \_\_\_\_\_

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

CITY/STATE/ZIP CODE: \_\_\_\_\_

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

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

PRINT/TYPE NAME  
OF AUTHORIZED PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Officer of the Company)

Return this form with bid submittal.

Vendor Requirements for E-Verify  
H.B. 56 – Alabama Immigration Law Compliance

Included in this Bid package is the requirement of compliance with the Alabama Immigration Law. This letter is to direct your prompt attention to the Alabama Immigration Law Compliance flow-down requirements that went into effect on January 2, 2012. The requirements are summarized as follows:

1. A signed form W-9,
2. A signed and notarized Affidavit of Alabama Immigration Compliance by a Contractor or Grantee to Local School Board in the State of Alabama as attached
3. A copy of the E-Verify Memorandum of Understanding that your company would have received upon successful enrollment in E-Verify. The form must have the printed Company ID number and company information; manually completed forms will not be accepted. Information regarding E-Verify may be found at [www.dhs.gov/everify](http://www.dhs.gov/everify) or from your Certified Public Accountant or attorney.
4. Notice of Alabama Immigration is included in the Bid documents. In the event you submit a response to the Bid, your submission will be considered acknowledgement and agreement to the terms and conditions included there in.

The Homewood City Board of Education is required by law to have the necessary documentation on file in order to conduct business with a vendor. Please include the above documents with your bid submittal.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

PART I - (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)
I certify in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_ (name of contractor or grantee), that Contractor or Grantee does not employ one or more employees in the State of Alabama.
Signature

OR

PART II - (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)
State of Alabama:
County of \_\_\_\_\_:
Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:
As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_ (your position) for \_\_\_\_\_ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.
I 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 \_\_\_\_\_, 2\_\_\_\_.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.
Signature and Seal of Notary Public

Return this form with bid submittal.