

ANNISTON CITY SCHOOLS
DARREN DOUTHITT,
SUPERINTENDENT OF EDUCATION
ASHLEY ALEXANDER,
COORDINATOR CHILD NUTRITION PROGRAM
4804 McClellan Boulevard
Anniston, Alabama 36206

INVITATION TO BID AND BIDDER ACKNOWLEDGEMENT

POSTING DATE
June 12, 2018

PURCHASING CONTACT AND TELEPHONE
ASHLEY ALEXANDER (256) 676-6296

BID OPENING DATE AND TIME:
BID TITLE
BID NUMBER

JUNE 26, 2018 @ 10:30 A.M. CST
"AMS Steamer/TSE Steamer / AMS Shelving / AMS Cashier Stands"
#CNP06262018

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School System of Anniston, Alabama solicits your company to bid on the above referenced goods or services. All terms, and specifications conditions set forth in the Invitation To Bid are incorporated by this reference to your response. Bids will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School System's Accounts Payable Department at 4804 McClellan Boulevard, Anniston, Alabama 36206 by the Bid Opening Date and Time referenced above. All envelopes containing sealed bids must reference the "Bid Title", Bid Number", and the "Bid Opening Date & Time". The School System is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

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 certifies that he/she has examined and fully comprehends the requirements of and specifications for AMS STEAMER / TSE STEAMER / AMS SHELIVING / AMS CASHIER STANDS FOR THE ANNISTON CITY SCHOOLS CHILD NUTRITION PROGRAM.

We propose to provide AMS STEAMER/ TSE STEAMER/ AMS SHELIVING/ AMS CASHIER STANDS and guarantee that if the contract is awarded to us, we will AMS STEAMER/ TSE STEAMER/ AMS SHELIVING/ AMS CASHIER STANDS in accordance with your requirements and specifications unless otherwise indicated.

COMPANY NAME _____

ADDRESS: _____

CITY/STATE: _____

FEDERAL EMPLOYEES IDENTIFICATION NUMBER (FEIN) _____

TELEPHONE NUMBER (_____) _____ EXTENSION _____ FAX NUMBER (_____) _____

PRINT/TYPE AUTHORIZED PERSON _____

TITLE: _____ DATE _____

SIGNATURE: _____

(Officer of the Company)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Suspension, and Other Responsibility Matters – Primary 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 offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary 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(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

**ANNISTON CITY SCHOOLS
DARREN DOUTHITT,
SUPERINTENDENT OF EDUCATION
ASHLEY ALEXANDER,
COORDINATOR CHILD NUTRITION PROGRAM
4804 McClellan Boulevard
Anniston, Alabama 36202**

Please provide all requested information for each reference.

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services:

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services:

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services:

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VENDOR QUESTIONNAIRE

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

Yes No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

Yes No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?

Yes No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

Yes No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

Yes No

Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

Yes No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

Yes No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

Yes No

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Accounts Payable, Anniston City Schools; P O Box 1500; Anniston, Alabama 36206. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the Anniston City School District.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. CNP0506 for AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

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 been knowingly disclosed and will not be knowingly disclosed, prior to 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)

SPECIFICATIONS

ITEM #1

Anniston Middle School
Steamer, Convection, Electric, Countertop, Boilerless Generator
Groen Model No. SSB-10EF or *pre-approved equal*

1 each: (1) year parts & labor, (5) year cavity warranty, standard
1 each: k-12 second year check-up
1 each: 208v/60/3-ph, 12.0 kw, 34.0 amps, std.
1 each: door hinged on left
1 each: 143670 Single Stand, for (3 or 5) pan unit

Bidder Responsibilities:
Remove, uncrate, set in place
Remove all debris from site
Demonstration for employees

ACS Responsibilities
Final installation

ITEM #2

Tenth Street Elementary
Steamer, Convection, Electric, Countertop, Boilerless Generator
Groen Model No. SSB-10EF or *pre-approved equal*

1 each: (1) year parts & labor, (5) year cavity warranty, standard
1 each: k-12 second year check-up
1 each: 208v/60/3-ph, 12.0 kw, 34.0 amps, std.
1 each: door hinged on left
1 each: 143670 Single Stand, for (3 or 5) pan unit

Bidder Responsibilities:
Remove, uncrate, set in place
Remove all debris from site
Demonstration for employees

ACS Responsibilities
Final installation

ITEM #3

Anniston Middle School

Cooler Shelving

Metro Super Erecta Pro Shelving or *pre-approved equal*

8 each: PR2454NK3

8 each: PR2448NK3

16 each: PR2442NK3

22 each: 74PK3

8 each: 54PK3

1 each: HP2248PDMB Dunnage Rack

Bidder Responsibilities:

Remove, uncrate, set in place

Install shelving in WI Cooler (drawing enclosed)

Remove all debris from site

ITEM #4

Anniston Middle School

Cashier Stand: QTY 2

Lakeside Model No. 641 or *pre-approved equal*

Cashier stand, stainless steel top, interior & (1) fold down 12" tray slide, tower CPU configuration with vented back panel for POS equipment, 5" swivel casters (2) with brakes, (laminated finish to be specified), Made in USA

2 each: Group 2 laminate finish

2 each: Group 2 laminate finish: RED

2 each: (1) mounted tray slide, in lieu of standard fold down (1 stand RIGHT tray slide, 1 stand LEFT tray slide)

2 each: Built-in locking cash drawer

Bidder Responsibilities:

Remove, uncrate, set in place

Remove all debris from site

BID CHECKLIST

Check each of the following as the necessary action is completed.

- () 1. Read all bid requirements and specifications
- () 2. The bid price is included
- () 3. Addendum (if any) has been signed and is included
- () 4. Bid security is enclosed
- () 5. The bid has been signed
- () 6. The mailing envelope has been properly addressed
- () 7. The mailing envelope has been sealed and marked with the bid title, bid number and bid opening date
- () 8. **Three (3) copies of the bid including the original MUST be included.**

CONTRACT SECTION I

Date Proposal Issued: _____

Date Submitted: _____

Name of Firm Submitting Bid Proposal: _____

Telephone Number: _____

Firm Bottom Line Price for the following item

#1 AMS Steamer: \$_____

Firm Bottom Line Price for item

#2 TSE Steamer: \$_____

Firm Bottom Line Price for the following item

#3 AMS Shelving: \$_____

Firm Bottom Line Price for item(s)

#4 Cashier Stands (Qty 2) : \$_____

Total firm bottom line items #1-4:

\$_____

I certify by my signature below that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in Contract Sections II and III.

Signature

Print or Type Name

Title

Telephone Number

Fax Number

Date

BID
Bid # CNP
CNP06262018

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STANDARD REQUEST FOR BID AND CONTRACT TERMS AND CONDITIONS

The Anniston City Schools is seeking bids for AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS. The requirements and needs of the Anniston City Schools and the Child Nutrition Department are diverse, yet critical in terms of quality, workmanship, and customer service.

In order to insure that the required AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS provided are of the highest possible quality, the Anniston City Schools is interested in establishing a contract with a vendor experienced and qualified in such contracts that will provide the quality of service requested in a professional and timely manner.

The intent of this Request for Bid is for the selected vendor to provide the AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS requested with the expected result to be economical and provide the school system with a higher level of quality, reliability, performance and customer service.

BIDDER INSTRUCTIONS AND SPECIAL CONDITIONS

Bids shall be made upon the attached bid form. Additional bid forms are obtainable at the office of:

**ASHLEY ALEXANDER, COORDINATOR OF CHILD NUTRITION PROGRAMS
ANNISTON CITY SCHOOLS
4804 McCLELLAN BLVD
ANNISTON, ALABAMA 36206
PHONE# (256) 676-6296
FAX # (256) 231-5066**

All items shall be filled out and the signature of all persons shall be in longhand. Unless bids are submitted on these forms the Anniston City Schools will not consider them. All prices and quotations must be typed or written in ink. Bids will not be accepted written in pencil.

In setting forth these specifications, it is our intention and desire to offer equal opportunity to all bidders, within the framework of standards of quality and design herein established. The specifications indicate the quality of AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS desired or acceptable, but the AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS on which bids are submitted must, in all cases, be equal or better in quality.

SUBMISSION OF BIDS:

Bidders shall submit on or before the date of bid opening one (1) original and two (2) copies of the request for bid.

Bids and bid addendum(s) will be enclosed in a sealed envelope and submitted to the Child Nutrition Programs Department. The name and address of the bidder, date of the bid opening, the bid title and bid number will be shown on the outside of the envelope.

Bids will be submitted on the forms provided in this bid document. If not submitted on the forms provided, bid might be rejected. Facsimile bids will not be accepted.

Each bidder agrees that their bid will remain firm and subject to acceptance by the Board for a period of sixty (60) calendar days from the bid opening date.

Bid security shall be payable to the Anniston City Schools. Under the Alabama Bid Law it is required for any contract exceeding \$10,000.00 that the bidder submit with his/her bid either a certified check, cashiers check or a bid bond payable to the Anniston City Schools in an amount (subject to a maximum of \$10,000.00) equal to five percent (5%) of the bid. **Bid security or original bid bond must be received with bid; copies are not acceptable.** All bids must comply with the Alabama State Bid Law.

A surety legally authorized to conduct business in the State of Alabama shall issue the security bond. The successful bidder's security will be retained until he/she has signed the contract. The Anniston City Schools reserves the right to retain the other bidders security until sixty (60) days after bid opening or until the contract is executed, whichever is shorter. If any bidder refuses to enter into a contract, the Anniston City Schools will retain his/her bid security.

WITHDRAWAL OF BIDS:

No bid may be revised unless a written modification signed in the same manner as the bid is actually received by the Coordinator of Child Nutrition Programs before bid opening time. Bids may be withdrawn prior to opening time by presentation of written request to withdraw, signed in the same manner as the bid and received by the Coordinator of Child Nutrition Programs prior to bid opening time. **NO BID SHALL BE WITHDRAWN OR MODIFIED AFTER THE TIME SET FOR BID OPENING.**

All material submitted in response to this request for bid shall become the property of the Anniston City Schools.

LATE BIDS:

Bids received after the times set for the bid opening will not be considered.

REJECTION OF BIDS:

The Anniston City Schools may reject a bid, but not limited to the following, if:

1. The bidder misrepresents or conceals any material fact in the bid.
2. The bid does not conform to the bid documents.
3. The bid does not comply with requirements, specifications and conditions of the bid document.
4. It is deemed in the best interest of the Anniston City Schools.

ACCEPTANCE OF BID:

Upon acceptance of a bid by the Anniston City Schools and issuance of a contract award or purchase order by the Coordinator of Child Nutrition Programs the successful bidder will deliver AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS as specified at the stated price, within the time specified, and in accordance with all provisions of the bid documents.

AWARD OF CONTRACT:

The contract will be awarded on evaluation of bids considering all essential factors and in a manner which will best serve the interest of the Anniston City Schools. It is not the policy of the Anniston City Schools to award contracts on the basis of price alone, with quality and suitability to purpose and the needs of the Anniston City Schools being controlling factors.

The Anniston City Schools will award the contract to the lowest responsible responsive bidder or will reject any or all bids.

BID RESULTS:

All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for sixty (60) days pending evaluation and award.

ADDITIONAL BID COPIES:

Additional copies of this Request for Bid can be obtained by submitting payment of \$25.00 (per copy) to the Child Nutrition Programs Department. All checks shall be made payable to the Anniston City Schools.

TECHNICAL REPRESENTATIVES:

Any advice, approvals, or instructions given by the Anniston City Schools staff, technical personnel or other representatives to any bidder are expressions of personal opinion only and do not alter or amend the bid document unless included in an addendum. All questions must be directed to the Coordinator of Child Nutrition Programs.

WARRANTY OF PRICE:

The Anniston City Schools will pay the price for AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS specified by the vendor's bid. The vendor warrants its price to be no higher than the vendor's current prices for AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS by others for identical AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS covered by this Request for Bid for others, for similar quantities, under similar conditions, and methods of purchase. During the course of this contract, the vendor will inform the Anniston City Schools, and give the Anniston City Schools the opportunity to take advantage of any price decrease for AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS sold to similar customers.

PATENTS, INDEMNIFICATION, AND INFRINGEMENT:

The vendor agrees to indemnify, hold harmless and defend the Anniston Board of Education, Anniston City Schools, its Superintendent officers, agents and employees against all claims, suits, demands or damages for alleged or actual infringement of patents, copyrights or trademarks by the AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS furnished hereunder.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement to indemnify and hold harmless the Anniston Board of Education, Anniston City Schools, its Superintendent, officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority arising out of, attributable to or in connection with the use, and/or possession of AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS proposed in this bid. The vendor also covenants and agrees, at its sole cost and expense, to hold the Anniston Board of Education, Anniston City Schools and its Superintendent, officers, agents and employees from and against all judgements, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the Anniston Board of Education, Anniston City Schools or against any of the Board's officers, agents or employees, by reason of such claim, the vendor upon notice from the Anniston Board of Education will resist and defend such action or proceeding by qualified counsel. However, the provisions of this section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the Anniston Board of Education, Anniston City Schools or its Superintendent, officers, agents or employees.

The Anniston Board of Education, Anniston City Schools, its Superintendent, officers, agents or employees will not be held liable for any injury or damage to persons or property resulting from the use, misuse or failure of any equipment used by the vendor or any of vendor's agents, servants or employees, even if such equipment furnished by the Anniston Board of Education, Anniston City Schools, its Superintendent, officers, agents or employees to the vendor. The acceptance or use of any such equipment by the vendor shall be construed to mean that the vendor accepts full responsibility for, and agrees to indemnify the Anniston Board of Education, Anniston City Schools, its Superintendent, officers, agents or employees against any loss liability and claims for any injury or damage whatsoever resulting from the use, misuse or failure of such equipment, whether such damage or injury is to an employee, agent or servant or the property of the vendor, other vendors, the Anniston Board of Education, Anniston City Schools, its Superintendent, officers, agents, employees or other persons.

PAYMENTS:

The Anniston City Schools upon satisfactory delivery and acceptance of AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS and submission of an invoice will make payment to the address on the purchase order.

Payment terms are net thirty (30) days upon the satisfactory delivery of and submission of an acceptable invoice.

At a minimum, invoices will include:

1. Name, address and telephone number of the vendor and similar information in the event payment is to be made to a different address.
2. The purchase order number.
3. Accurate listing of AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS purchased.
4. Quantity, applicable unit prices, total prices and total invoice amount.
5. Any additional information called for by the Request for Bid.

DISCOUNTS:

Prompt payment discounts will not be considered in determining low bids and making awards.

INSPECTION AND ACCEPTANCE:

The Anniston City Schools will inspect and accept all AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS Components under this contract and may reject AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS Components which are damaged or which do not conform to the specifications.

Any AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS Components damaged during delivery shall be the responsibility of the bidder who shall file any and all claims for damages with the insurance carrier and shall promptly replace all damaged AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS regardless of the status of claim with insurance carrier.

WARRANTIES:

The bidder warrants to the Anniston City Schools that all AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS Components delivered will conform to the specifications and will be of merchantability quality, good workmanship, free from defects and fit for all purposes specified in this contract. The bidder will provide copies of applicable warranties or guarantees to the Coordinator of Child Nutrition Programs or other authorized personnel. The Anniston City Schools may return AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS Components not meeting applicable warranties to the bidder at the bidder's expense.

GRATUITIES:

The Anniston Board of Education and Anniston City Schools may terminate this contract if the Anniston Board of Education and Anniston City Schools finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the Anniston Board of Education and Anniston City Schools to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of the contract.

DELEGATION, SUBCONTRACTS, ASSIGNMENT:

The bidder will not, without written consent of the Anniston City Schools, make any contract with any other entity for furnishing any AMS STEAMER/ TSE STEAMER/ AMS SHELVING/ AMS CASHIER STANDS Components covered by this contract or assign its obligations under this contract.

PROTESTS:

Any protest to the Anniston Board of Education or Anniston City Schools for consideration of any bid must be submitted in writing and received by the Coordinator of Child Nutrition Programs no later than five (5) calendar days after bid opening. The Coordinator of Child Nutrition Programs will send a written reply to the protest to the protesting bidder.

DISPUTES AND APPEALS:

The Anniston Board of Education is the final authority on issues relating to this contract. The Coordinator of the Child Nutrition Programs is the Anniston Board of Education and Anniston City Schools representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence.

If a protest is not resolved to a bidder's satisfaction, the bidder may submit a notice of appeal to the Superintendent of Schools through the Coordinator of Child Nutrition Programs within five (5) calendar days from the bidder's receipt of a reply to the protest. The decision of the Anniston Board of Education is final and conclusive and binding on all parties concerned.

TERMINATION FOR DEFAULT:

Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within ten (10) days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective actions or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the other party to terminate this agreement by written notice.

EXPERIENCE:

Bidder certifies that it has a minimum of five (5) years experience in this field.

V. REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

(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.

REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,”

and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

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

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

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

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

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

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

CODE OF CONDUCT

Cash Management for Federal Funds – Part 200

The Board will minimize the time the receipt of federal funds from the United States Treasury, the Alabama Department of education, or other pass-through entity, and the disbursement of those federal funds. Federal funds will only be requested to meet immediate cash needs for reimbursement not covered by prior receipts and anticipated disbursements that are generally fixed, such as monthly program salaries and benefits. Disbursements will be made within twenty business days after the receipt of funds.

The Chief School Financial Officer will maintain financial records that account for the receipt, obligation, and expenditure of each federal program fund. Cash balances for each federal program fund and for the aggregate of all federal program funds will be monitored weekly by the Chief School Financial Officer or designee.

Board procedures to minimize the cash balances in federal program funds are expected to prevent the aggregate cash balances of federal program funds from earning \$500 or more for the fiscal year if maintained in interest-bearing accounts. The federal program funds, with the exception of Child Nutrition Program Funds, will not be maintained in an interest-bearing account if the Chief Financial Officer determines that banking requirements for minimum or average balances are so high that an interest-bearing account would not be feasible. Federal program funds will be maintained in insured checking accounts that are subject to the state requirements for public deposits under the SAFE program.

Determination of Allowable Costs

Before instituting a financial transaction that will require the expenditure of federal funds the federal program director and the Chief School Finance Officer or designee will determine that the proposed transaction meets the requirements for allowable costs for the federal program. Actions to determine allowable costs will assure that:

- The proposed expenditure is included in the federal program budget;
- The proposed expenditure is reasonable and necessary for the federal program;
- The proposed expenditure is consistent with procedures for financial transactions of the board including:
 - *Purchase order approval procedures;*
 - *Contract review and approval procedures;*
 - *Applicable competitive purchasing procedures and;*
 - *Documentation supports the transaction.*

Before payments are made from federal funds the federal program director and the Chief School Financial Officer or designee will determine that the federal program expenditure complies with generally accepted accounting principles and complies with state, local and federal laws, rules and regulations.

Travel

Travel Costs are the expenses for transportation, lodging, subsistence and related items incurred board employees who are in travel status on official business of the board. The board's travel policy provides for reimbursement and payments for travel costs of employees paid from federal funds that is consistent with the travel costs for board employees paid from state or local funds.

Conflict of Interest

Generally, a conflict of interest exists when a board member, board employee, or agent of the board participates in a matter that is likely to have a direct effect on his or her personal and financial interests. A financial interest may include, but is not limited to, stock ownership, partnership, trustee relationship, employment, potential employment, or a business relationship with an applicant, vendor, or entity. A board member, board employee, or agent of the board may not participate in his or her official capacity in a matter that is likely to have direct and predictable effects on his or her financial interests.

A board member, board employee, or agent of the board will abide by the Federal and state laws and regulations that address conflict of interest standards. In general, the Federal rules provide that:

No employee, officer, or agent of the board shall participate in selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit for the firm considered for a contract. The board's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or parties to subcontracts.

The board's conflict of interest policies include adherence to the Alabama Ethics law, which defines conflict of interest as:

A conflict on the part of a public official or public employee between his or her private interests and the official responsibilities inherent in an office of public trust. A conflict of interest involves and action, inaction, or decision by a public official or public employee in the discharge of his or her official duties which would materially affect his or her financial interest or those of his or her family members or any business with which the person is associated in a manner different from the manner it affects the other members of the class to which he or she belongs.

A board member, board employee, or agent of the board may not review applications, proposals, or participate in the evaluation or selection process where his or her participation in the review process would create the appearance that he or she is: (a) giving preferential treatment; (b) losing independence and impartiality; (c) making decisions outside official and appropriate channels; (d) harming the public's confidence in the integrity of the board.

Situations and circumstances presenting an actual conflict of interest or the appearance of a conflict of interest should be brought to the immediate attention of the superintendent. A board employee, board member, or agent of the board who has knowledge of a possible conflict of interest should identify the conflict and notify the superintendent. The superintendent will document his or her actions related to the reported conflict of interest. Resolution can consist of disqualification, recusal, waiver, or other appropriate measures. Appropriate measures may include reporting a conflict of interest to the State Ethics Commission, the Alabama State Board of Education, or the appropriate federal agency.

Procurement

The board will follow state laws for the procurement of property and services. The primary state procurement laws for Alabama school boards are:

- Alabama Competitive Bid Laws (*Chapter 13B of Title 16, Code of Alabama 1975*)
- Joint Information Technology Purchasing Agreement (*Chapter 13B of Title 16, Code of Alabama 1975*)
- Public Works Law (*Title 39, Code of Alabama 1975*)

To the extent allowed by state laws, the board will utilize state, local, regional, and national purchasing agreements where appropriate for the procurement or use of goods and services. All procurement transactions are subject to the board's Conflict of interest Policy and the procurement decisions of the board will:

- Avoid acquisition of unnecessary or duplicative goods and services;
- Use the most economical and efficient approach for acquisitions;
- Award acquisition contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement;
- Consider contractor integrity, compliance with public policy, record of past performance, and financial and technical resources prior to awarding procurement contracts;
- Maintain records sufficient to document the history of the procurement; and,
- Conduct procurement transactions in a manner that provides full and open competition.

Procurement transactions for federal programs and child nutrition programs that are not subject to the state procurement laws, but exceed the aggregate amount of the federal micro-purchase threshold, will be obtained by utilizing price or rate quotes from two or more qualified sources. State procurement laws include requirements that comply with the other Uniform Administrative Requirements for procurement of property and services.

The board will request proposals for those professional service contracts (excluding architectural and engineer services) that are exempt under state procurement laws if the contracts exceed \$150,000.00 and will be paid from federal or child nutrition program funds. The board will utilize a team of three or more qualified individuals or conduct a technical evaluation of

proposals received and for selecting recipients. As a part of the evaluation, the individuals on the evaluation team will sign an assurance that each of the individuals is in compliance with the board's conflict of interest policy.

REFERENCE(S):

**Education Department General Administrative Regulations
Code of Federal Regulations (CFR)
§ Title 2-Part 200.403, 200.474, 200.112, 200.318, 200.320**

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, religious creed, disability, age, political beliefs, 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, 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.

