**COVINGTON COUNTY SCHOOLS Request for Quote**

**Quote: Pass-Thru Units**

**Due: June 11, 2018 @ 3:00 p.m.**

The Covington County Schools (CCS) Child Nutrition Program will accept quotes until **3:00 p.m.** on **Monday, June 11, 2018** for two (2) **Pass-Thru Units** at the Pleasant Home School Cafeteria in accordance to the enclosed conditions and specifications. Any and all requests for substitutions from approved brands listed shall be submitted in writing for approval at least 10 working days prior to bid deadline.

All bidders must make proposal in accordance with the requirements and specifications, on the Vendor Certification Form (page 12) provided, or quote will not be considered. Envelopes containing required quote documents should be sealed and clearly marked **“CNP Quote: Pass-Thru Units”** and addressed to Covington County Board of Education, Attn: Child Nutrition Program, 807 C. C. Baker Avenue, Andalusia, Alabama 36421. Please allow ample time for delivery by the postal service. Quotes received late will not be considered. Quotes may be hand delivered to the Covington County Board of Education Office, 807 C. C. Baker Avenue, Andalusia, Alabama. If you are unable to quote, please let it be known in writing. Otherwise, you may be considered an uninterested bidder and your company subject to removal from the approved vendor list.

The CCS Child Nutrition Program reserves the right to reject any and/or all quotes or any part thereof, to waive technicalities or informalities and to award the contract to other than the low bidder.

Questions concerning this Invitation to Bid should be directed to the Child Nutrition Program Coordinator, Carrie Patterson @ 334-427-3830 or email: carrie.patterson@cov.k12.al.us.

Nondiscrimination 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>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the in 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.

**Privacy Act Statement:** The Richard B. Russell National School Lunch Act requires the information on this application. You do not have to give the information, but if you do not, we cannot approve your child for free or reduced price meals. You must include the last four digits of the social security number of the adult household member who signs the application. The last four digits of the social security number is not required when you apply on behalf of a foster child or you list a Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) Program or Food Distribution Program on Indian Reservations (FDPIR) case number or other FDPIR identifier for your child or when you indicate that the adult household member signing the application does not have a social security number. We will use your information to determine if your child is eligible for free or reduced price meals, and for administration and enforcement of the lunch and breakfast programs. We MAY share your eligibility information with education, health, and nutrition programs to help them evaluate, fund, or determine benefits for their programs, auditors for program reviews, and law enforcement officials to help them look into violations of program rules.

**Pass-Thru Units 2018 Page 2**

**GENERAL SPECIFICATIONS & TERMS**

The bidder shall comply with all requirements contained herein. The submittal of a quote indicates the bidder’s agreement to all terms and conditions of this Invitation to Quote.

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

**DUTY TO EXAMINE**

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

**CLEAN AIR/ CLEAN WATER STATEMENT**

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

**REJECTION OR DISQUALIFICATION OF BIDS**

1. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, including alterations or erasures which are not initialed, may be rejected as non-conforming.

2. The CCS Child Nutrition Program reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

3. Issuance of this Invitation to Quote does not constitute a commitment by the CCS Child Nutrition Program to award a contract. The CCS Child Nutrition Program reserves the right to accept or reject, in whole or part, all quotes submitted and/or cancel this solicitation if it is determined to be in the best interest of the CCS Child Nutrition Program.

4. Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board may be considered a non-responsible Bidder and their bid may be rejected. The CCS Child Nutrition Program reserves the right to exercise this option as is deemed proper and/or necessary.

5. The CCS Child Nutrition Program reserves the right to accept or reject any or all quotes, or to accept part of a quote without accepting the whole thereof, or to accept such quote as they deem to be in the best interest of the Board of Education.

**Pass-Thru Units 2018 Page 3**

**AWARD DETERMINATION**

Quote will be awarded to the lowest responsive and responsible bidder(s) meeting terms and conditions outlined in this invitation. It is not the policy of the CCS Child Nutrition Program to award on the basis of low price alone. Quality and suitability to purpose are factors, in addition to past performance.

Contract for services related to this Invitation to Quote will be put into effect by issuance of purchase order after tabulations are compiled, evaluated and approved by the CCS Child Nutrition Program. **Extension Option:** The CCS Child Nutrition Program reserves the right to purchase additional quantities of listed items from the successful bidder at the same pricing structure, provided mutual agreement by both parties, for a period of 90 days from initial CCS Child Nutrition Program approval.

**BID PRICING & METHOD OF PAYMENT**

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

The CCS Child Nutrition Program will make payment within thirty (40) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the equipment by the CCS Child Nutrition Program. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (40) days under conditions as above. Advance billings are not allowed. Invoices, at minimum, shall consist of the following information:

1. School of delivery

2. Item description and cost

3. Extended cost for total quantity purchased

4. Total cost of all equipment purchased

5. Purchase Order Number, if applicable

**REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

Covington County 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/Child Nutrition Program for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

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

**RECORD RETENTION AND ACCESS CLAUSE**

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

**Pass-Thru Units 2018 Page 4**

**Please return ONLY the following documents in your completed bid packet:**

* Debarment Certification **(page 6)**
* Proof of compliance w/ Alabama Immigration Law-H.B 56 **(pg 7, 8, 9, if applicable)**
* Notice of Alabama Immigration Law Compliance **and** E-Verify Memorandum of Understanding [See ALA. CODE§ 31-13-9 (c)]
* Affidavit of Alabama Immigration Compliance by a CONTRACTOR (notarized)
* Affidavit of Alabama Immigration Compliance by a SUBCONTRACTOR (notarized)
* Vendor Certification **(pg 12)**

**Pass-Thru Units 2018 Page 5**

**DEBARMENT CERTIFICATION - INSTRUCTIONS**

(1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 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 which 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, at 2 C.F.R. Parts 180 and 417. 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 System for Award Management (SAM) database.

(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.

**Pass-Thru Units 2018 Page 6**

**U.S. DEPARTMENT OF AGRICULTURE**

**Certification Regarding Debarment, Suspension,**

**Ineligibility and**

**Voluntary Exclusion - Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended).

This certification is required by the regulations implementing Executive Order 12549, Debarment and

Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. 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 PREVIOUS PAGE)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily

 excluded from covered transactions by any Federal department or agency;

2. 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;

3. 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 (A.2.) of this

certification; and

4. 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.

B. 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_Pass-Thru Units 2018\_\_\_\_\_\_\_\_\_

 **Organization Name Project Name**

 **----------------------------------------------------------- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Printed Name of Authorized Representative Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature of Authorized Representative Date**

**Pass-thru Units 2018 Page 7**

**Notice of Alabama Immigration Law Compliance Requirements to all Contractors of**

**Covington County Schools**

As a Contractor, as defined in the Act, to the Local Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and

Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama

Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration

Compliance with the attached E-Verify Memorandum of Understanding. If you do not believe these obligation apply to you, please notify the Board immediately.

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

**Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the

Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-

Hammon Alabama Taxpayer and Citizen Protection Act**,** which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such

employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ and unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor’s hiring practices to execute and affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor’s enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, r other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any tern of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys’ fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor’s failure to fulfill its obligations contained in this paragraph.

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

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contractor Officer or Owner Signature / Date Print Name / Title / Company**

**Pass-Thru Units 2018 Page 8**

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A CONTRACTOR OR**

**GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE**

**STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen

Protection Act (the “Act”); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama

Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for award of any contract by a local school board (the “Board”) or the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**your position**) for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of contractor), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama

Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this

Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature of Affiant**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature and Seal of Notary Public**

**Pass-Thru Units 2018 Page 9**

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO**

**LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF**

**EDUCATION**

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen

Protection Act (the “Act”); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama

Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for award of any contract by a local school board (the “Board”) or the

Alabama Department of Education (ALSDE) to an Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized

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

State of Alabama:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**your position**) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**name of contractor**), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration

Compliance obligations.

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

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature of Affiant**

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature and Seal of Notary Public**

**Pass-Thru Units 2018 Page 10**

**SITE INFORMATION**

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

|  |  |  |
| --- | --- | --- |
| **School Name** | Cafeteria Address | Manager |
| Pleasant Home School | 12548 Falco RoadAndalusia, Alabama 36420 | Rhonda Bass |

**SCHOOL NAME SCHOOL ADDRESS CNP PHONE**

**GENERAL RESPONSIBILITIES FOR SUCCESSFUL BIDDER:**

**(Some items have detailed vendor requirements in specifications)**

1. Verify voltage/phase, and space for all items. (list of sites addresses posted w/ bid)

2. Deliver and set-up all equipment at sites as listed.

3. Remove all cartons and crates from school grounds

**Pass-Thru Units 2018 Page 11**

**Item 1 Description:**

One (1) Pass-Thru Refrigerator Victory Refrigeration Model No. RSA-1D-S1-PT or approved equal. UltraSpec Series Refrigerator Featuring Secure-Temp 1.0™ Technology or approved equal, Pass-Thru, one section, self-contained Refrigeration, 23.7 cu. ft. capacity with two full height solid hinged doors, three silver freeze (chrome style) shelves, stainless exterior, aluminum interior, standard depth cabinet, electronic temperature control, and MADE IN USA.

* 3 year parts and labor warranty
* Additional 2-year compressor warranty, standard
* 115v/60/1-ph, 9.8 amps, with cord & plug
* Control/Kitchen side door hinging on right
* Rear/Server side door hinging on right
* Silver Freeze Shelf, for A/C & Steel rod tray slides (CHROME-STYLE)
* Legs, set of 4, 6” high adjustable stainless steel

**Item 1 Description:**

One (1) Pass-Thru Heated Cabinet Victory Refrigeration Model No. HSA-1D-1-PT or approved equal. UltraSpec Series Heated Cabinet Featuring Secure-Temp 1.0™ Technology or approved equal, pass-thru, one-section, 21.5 cu. ft. capacity with two full height solid hinged doors, three silver freeze (chrome style) shelves, stainless exterior, aluminum interior, standard depth cabinet, electronic temperature control, and MADE IN USA.

* 3 year parts and labor warranty
* 208-240v/60/1-ph, with cord & plug
* Control/Kitchen side door hinging on right
* Rear/Server side door hinging on right
* Silver Freeze Shelf, (CHROME-STYLE)
* Legs, set of 4, 6” high adjustable stainless steel

**Pass-Thru Units are to be delivered and installed at the following cafeteria sites listed on page 10. Prior to delivery successful vendor must notify Mark Grantham, Maintenance, at 334-488-5636 or Carrie Patterson, CNP Coordinator, at 334-427-3830 as to the date and scheduled delivery times so that one of them can be on site for inspection.**

**Payment will not be made until inspection has been made and is satisfactory. Please address all questions concerning this specification to Carrie Patterson, CNP Coordinator, at 334-427-3830 or carrie.patterson@cov.k12.al.us.**

**Pass-Thru Units 2018 Page 12**

**Vendor Certification**

**Quote: Pass-Thru Units 2018\_\_\_\_\_\_ Due: June 11, 2018 @ 3.00 pm\_\_\_\_\_\_\_\_**

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

|  |
| --- |
| **Item Quantity Unit Cost Extended Cost** |

**Pass-Thru Refrigerator Unit 1 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Pass-Thru Heated Unit 1 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **TOTAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I certify by my signature below that the terms and conditions of this bid are understood and accepted, and that I have the authority to obligate the company listed below to perform under the conditions outlined in the attached invitation to Quote.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature Printed Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email Address (please print)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company Name (please print) Business License#**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address City, State, Zip**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**