

FAIRFIELD CITY SCHOOLS BOARD OF EDUCATION
Child Nutrition Program

INVITATION FOR BID (IFB)

Cafeteria Serving Line Equipment

IFB Number:	FCS-CNP-2026-06
Issue Date:	June 10, 2026
Final Date for Written Questions:	June 25, 2026 at 5:00 PM CDT
Sealed Bid Due Date and Time:	July 6, 2026 at 2:00 PM CDT
Bid Due Location:	6405 Avenue D Fairfield, AL 35064
Bid Opening Date and Time:	July 6, 2026 at 2:00 PM CDT
Bid Opening Location:	6405 Avenue D Fairfield, AL 35064

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action. The completed AD-3027 form or letter must be submitted to USDA by mail, fax, or email.

USDA is an equal opportunity provider, employer, and lender.

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DEFINITIONS

Addendum: A change, addition, alteration, correction, or revision to a bid solicitation or contract document, issued in writing by the SFA prior to bid opening.

Alabama Competitive Bid Law: Code of Alabama 1975, § 41-16-20 through § 41-16-29, as amended, governing competitive sealed bidding for certain public contracts in Alabama.

Award: The written notice issued by the SFA to the successful bidder selected to perform under this IFB.

Bid: An offer submitted in response to this Invitation for Bid by a Bidder seeking to enter into a contract with the SFA.

Bidder: A firm, individual, partnership, corporation, or other legal entity submitting a Bid in response to this IFB.

Board: The Fairfield City Schools Board of Education.

Contract Documents: The agreement between the SFA and the awarded Contractor, including this IFB, the awarded Bid, any addenda, the Bidder Certification, Vendor Information, and any other documents incorporated by reference.

Contractor: The successful Bidder awarded a contract under this IFB; also referred to as Vendor or Supplier.

CNP: Child Nutrition Program.

Days: Calendar days, unless specifically stated otherwise (i.e., “business days”).

IFB: Invitation for Bid — a formal solicitation method used to award a fixed price contract to the lowest responsive and responsible Bidder. Issued in accordance with the Alabama Competitive Bid Law, USDA procurement regulations at 2 CFR Part 200, and applicable Board policies.

Material Requirement: A provision of this IFB that, if not complied with, would affect the price, quantity, quality, or delivery of the goods or services solicited.

NSLP: National School Lunch Program.

Responsive Bid: A Bid that complies in all material respects with the requirements of this IFB, including submission of all required documents and certifications.

Responsible Bidder: A Bidder determined by the SFA to be capable of performing the contract, based on factors including financial capacity, technical ability, past performance, references, and integrity.

SBP: School Breakfast Program.

SFA: School Food Authority — in this IFB, refers to Fairfield City Schools Board of Education, Child Nutrition Program.

SNP: School Nutrition Program.

Solicitation: This Invitation for Bid (IFB), including all sections, attachments, addenda, and any subsequent clarifications issued by the SFA.

Specifications: The technical requirements set forth in Attachment B for the cafeteria serving line equipment to be furnished and installed under this IFB.

Vendor: See Contractor.

SECTION 1: TRANSMITTAL PAGE

The Fairfield City Schools Board of Education, Child Nutrition Program (“the Board” or “the SFA”), is requesting sealed bids for the purchase, delivery, and installation of cafeteria serving line equipment at three (3) school sites: Robinson Elementary School, C.J. Donald Middle School, and Fairfield High School. This procurement is conducted as a formal competitive sealed bid in accordance with the Alabama Competitive Bid Law, Code of Alabama 1975, § 16-13B-1 et seq., and applicable USDA procurement regulations at 2 CFR Part 200.

Each Bidder must submit a completed response to this Solicitation using the forms provided. No other documents submitted with the IFB will affect the contract provisions. If the Bidder provides additional provisions, they must be attached to the bid for review and may be deemed exceptions under Attachment G.

Bid Submission

1. Bids must be submitted in a sealed envelope clearly marked: “SEALED BID — IFB No. FCS-CNP-2026-06— Cafeteria Serving Lines”
2. Bids must be addressed to Gina Walton, CNP Director, Fairfield City Schools, 6405 Avenue D Fairfield, AL 35064. Sealed bids must be received by the SFA no later than July 6, 2026 at 2:00 PM CDT. Bids will not be accepted after the deadline. No email or fax submissions will be accepted.
3. This contract shall become effective on July 16, 2026 (pending Board approval), with a termination date of June 30, 2027. The effective date may not occur prior to the date on which the contract is signed by both parties.

Sealed bids will be publicly opened and read aloud at the location, date, and time shown on the cover page of this IFB. Bidders and the public are invited to attend the bid opening.

Questions regarding this IFB shall be directed in writing to:

Gina Walton, CNP Director

Fairfield City Schools — Child Nutrition Program

gwalton@fairfieldk12.org | 205-910-5441

SECTION 2: INTENT AND PURPOSE

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to set forth the terms and conditions under which a successful Bidder shall be responsible to supply, deliver, and install cafeteria serving line equipment to the SFA in accordance with the Specifications set forth in Attachment B.
- b) The SFA is seeking to identify and select the lowest responsive and responsible Bidder to provide the equipment and services as listed in Attachment B. The selected Bidder shall provide all equipment and services in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB, and any applicable Addenda.
- c) The SFA reserves the right to accept or reject any bid, or to accept any part of a bid without accepting the whole, or to accept such bid as deemed to be in the best interest of the SFA without restricting competition.

I. Contract Time Period

- a) Initial Term. The initial term of this contract, which results from the award of this IFB, shall commence and terminate on the dates shown on the cover page of the IFB.
- b) Extension Option. The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form.
- c) Renewal Option. As this is a one-time equipment procurement, no renewal option applies. Warranty and service obligations shall continue per the warranty terms set forth in Attachment B."

II. Bid Submission Procedures

The SFA is not liable for any costs incurred by Bidders prior to issuance of, or entering into, a contract. Costs associated with developing the bid, preparing for site visits or oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the Child Nutrition Program.

- a) Bids must be enclosed in an envelope and sealed. The outside of the envelope shall be clearly marked with: "SEALED BID — IFB No. FCS-CNP-2026-06— Cafeteria Serving Lines," along with the Bidder's name and return address.
- b) Sealed bids must be received by the SFA no later than the date and time shown on the cover page of this IFB.

c) Late bids shall not be accepted. The SFA shall not be responsible for late receipt of bids. Bids must be mailed or hand-delivered to the SFA at the location stated. Emailed and faxed bids will not be considered.

d) Bidders must submit one (1) original and two (2) hard copies of the complete bid package. An electronic copy in PDF format on a USB drive is encouraged, but not required.

e) If the Bidder submits documents with informalities, errors, or omissions (such as, but not limited to, non-conforming security, non-conforming non-collusion affidavit, or fails to properly execute and seal the said documents), the determination of equivalency shall be made by the SFA based on the specifications and operational needs of the district, may give the Bidder seventy-two (72) hours from the time of bid opening in which to provide such information to the SFA.

f) The SFA has the right to waive any and all informalities that do not materially alter the bid.

III. Bid Opening Date / Time / Place

Sealed bids will be publicly opened at the date, time, and location shown on the cover page of this IFB. Bid prices will be read aloud. Bidders and the public are invited to attend the bid opening.

IV. Award Determination

a) This IFB is intended to be awarded to a single Bidder per school site, or as a single combined award covering all three sites, whichever is most advantageous to the SFA, and shall result in a firm fixed price contract. All prices shall remain firm for the entire contract period.

b) The award of this IFB is contingent upon available budget funds and approval by the Fairfield City Schools Board of Education.

c) In accordance with the Alabama Competitive Bid Law, § 41-16-20 et seq, the SFA shall award the contract to the lowest responsive and responsible Bidder meeting all terms, conditions, and specifications of the IFB, within approximately sixty (60) days of the bid opening. Submitted pricing shall remain valid during this sixty-day period.

d) An official letter of award will be issued by the SFA to the successful Bidder following bid evaluation and prior to contract execution.

e) Upon acceptance and award, the contract between the Bidder and the SFA shall consist of (a) this IFB and any addenda; (b) the successful Bidder's response to the IFB and any attachments thereto; and (c) all written communications between the SFA and the Bidder concerning the transaction.

f) In the event of a tie between two or more lowest responsive and responsible Bidders, the award shall be made by lot in accordance with the Alabama Competitive Bid Law, § 41-16-20 et seq.

g) Any award is contingent upon approval by the Fairfield City Schools Board of Education.

V. SFA Contact Information

This IFB is issued by the Fairfield City Schools Board of Education, Child Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing by email to:

Gina Walton

gwalton@fairfieldk12.org

Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The SFA will accept only written inquiries regarding this IFB until the date shown on the cover page of this document, in order for a reply to reach all Bidders before the bid closes and to give Bidders ample time to respond to any Addenda.

VI. Bidder Contact Information

Each Bidder shall provide the following information on Attachment C (Vendor Bid Form):

- Company Name (Legal)
- Street Address, City, State, ZIP
- Federal Tax Identification Number (EIN)
- Primary Contact Name and Title
- Telephone Number
- Email Address
- Alabama Contractor's License Number (if applicable)

SECTION 3: STANDARD TERMS AND CONDITIONS

This contract between the SFA and the Vendor shall be governed in accordance with the laws of the State of Alabama and all applicable Federal regulations.

I. Lobbying Certification (for bids over \$100,000)

As this contract is expected to exceed \$100,000, a Lobbying Certification and Disclosure must be completed by all Bidders. See Attachment E.

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, an 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.

II. Debarment and Suspension Verification (for bids over \$25,000)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 180 and 2 CFR Appendix II to Part 200, Section (H).

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Alabama or any agency of the Federal government, as defined in 2 CFR 180 and 2 CFR 200.214. The Contractor will immediately notify the SFA if the Contractor is debarred or placed on the System for Award Management (SAM) Exclusions list by any federal entity. See Attachment F.

Award shall not be made to any party listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

III. Remedy for Non-Performance / Termination of Contract

a) Immediate Termination

This contract will terminate immediately and absolutely if the SFA determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that the SFA cannot fulfill its obligations under the contract, which determination is at the SFA's sole discretion and

shall be conclusive. Further, the SFA may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

4. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
5. The SFA determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
6. The Contractor fails to comply with confidentiality laws or provisions; and/or
7. The Contractor furnished any statement, representation, or certification in connection with the contract or the bid process which is materially false, deceptive, incorrect, or incomplete.

b) Termination for Cause

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 affected and the basis for settlement. The occurrence of any one or more of the following events shall constitute cause for the SFA to declare the Contractor in default:

- The Contractor fails to deliver, or has delivered nonconforming goods or services, or fails to perform to the SFA's satisfaction any material requirement of the contract, including the express warranties made by the Contractor;
- The SFA determines that satisfactory performance of the contract is substantially endangered, or that a default is likely to occur;
- The Contractor fails to make substantial and timely progress toward performance of the contract;
- The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws;
- The Contractor terminates or suspends its business, or the SFA reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue;
- The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the contract;
- The Contractor has engaged in conduct that has, or may, expose the SFA to liability, as determined in the SFA's sole discretion.

c) Notice of Default

If there is a default event caused by the Contractor, the SFA shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the time period specified in the SFA's written notice. If the breach is not remedied within that period, the SFA may:

8. Immediately terminate the contract without additional written notice;
9. Procure substitute goods or services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor; and/or
10. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

d) Termination Upon Notice (Convenience)

Following thirty (30) days' written notice, the SFA may terminate the contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor.

Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the contract to the SFA up to and including the date of termination.

e) Termination Due to Change in Law

The SFA shall have the right to terminate this contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of (i) the SFA's authorization to operate being withdrawn or any material alteration in the programs administered by the SFA; and/or (ii) the SFA's duties being substantially modified.

f) Payment Limitation in Event of Termination

In the event of termination of the contract for any reason, the SFA shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination and for which the SFA is obligated to pay pursuant to the contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the SFA under the contract.

g) The Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the SFA, the Contractor shall:

- Cease work under the contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract;
- Immediately cease using and return to the SFA any personal property or materials, whether tangible or intangible, provided by the SFA to the Contractor;
- Comply with the SFA's instructions for the timely transfer of any active files and work product;
- Cooperate in good faith with the SFA during any transition period between notice of termination and substitution of any replacement contractor; and
- Immediately return to the SFA any payments made by the SFA for goods and services that were not delivered or rendered by the Contractor.

IV. Affirmative Steps for Small, Minority, and Women's Business Enterprises

It is the intent of the SFA to provide maximum practicable opportunities in its solicitations to small businesses, minority-owned firms, women's business enterprises, and labor surplus area

firms in accordance with 2 CFR § 200.321. Such firms will not be given unfair advantage when evaluating competitive purchases. Positive efforts include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

V. Equal Employment Opportunity Compliance (for contracts over \$10,000)

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

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”), as amended by Executive Order 11375, and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

VI. Energy Policy and Conservation Act

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

VII. Clean Air Act and Federal Water Pollution Control Act (for contracts over \$150,000)

As this contract is expected to exceed \$150,000, the Contractor agrees 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). The Contractor certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. The Contractor will immediately notify the SFA of any communication indicating that any of the Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities. Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.

VIII. Civil Rights Statement

Fairfield City Schools Board of Education hereby agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. §§ 12131–12189);
- Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42, and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and
- The USDA non-discrimination statement set forth on the cover page of this IFB.

This assurance is given in consideration of, and for the purpose of, obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grants, donations of Federal property and interests in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interests in such property, or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Fairfield City Schools Board of Education agrees to compile data, maintain records, and submit records and reports as required to permit effective enforcement of nondiscrimination laws and to permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Fairfield City Schools Board of Education, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

IX. Record Retention and Access Clause

The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures, which sufficiently and properly document and calculate all charges billed to the SFA throughout the term of the contract, for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later, in accordance with 2 CFR § 200.334. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Alabama, the Alabama State Department of Education, the Comptroller General of the United States, USDA, or any other authorized representative of the SFA, State, or Federal government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronic or optically stored records, or other records of the Contractor relating to orders, invoices, or payments, or any other documentation or materials pertaining to the contract, wherever such records may be located, during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the SFA reserves the right to charge the Contractor for the cost of the audit and obtain appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

X. Protest Procedures

a) Any protest shall be in writing and shall be delivered to the SFA's designated Protest Official (the CNP Director). A protest of a solicitation shall be received by the named individual before the bid due date. A protest of an award shall be filed within ten (10) calendar days from the date of award notice and shall include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the purchasing agency and the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- The form of relief requested.

b) A written response to the protest will be provided within thirty (30) days from receipt of the complete protest.

c) The SFA shall, in all instances, disclose information regarding protests to the Alabama State Department of Education when required.

XI. Non-Collusion Statement

By submitting a bid, the Bidder certifies that the bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Bidder understands that a collusive bid is a violation of State and Federal law and may result in fines, imprisonment, and civil damages. The Bidder agrees to abide by all conditions of this IFB and certifies that the signatory is authorized to sign this bid on behalf of the Bidder. The Bidder

further certifies that the provisions of the Alabama Competitive Bid Law, Code of Alabama 1975, § 16-13B-1 et seq., including the prohibition on collusion in § 41-16-32, have not and will not be violated in any respect. See Attachment H.

XII. Code of Conduct

The following conduct shall be expected from all persons engaged in the procurement process that uses SFA funds, including award, administration of contracts, and receipt of products. No employee, officer, or agent of the SFA shall participate in selection, award, or administration of a contract supported by SFA funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- 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, one of the above.

Further, employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. The purchase of any food or service from a contractor for individual use is prohibited. The removal of any food, supplies, equipment, or school property (such as records, recipe books, supplies, and the like) is prohibited.

Failure of any employee, officer, or agent to comply with the above-stated code may result in discipline up to and including dismissal. Interpretation of the code will be given at any time by contacting the CNP Director. The Board of Education will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

XIII. Duty to Examine

It is the responsibility of each Bidder to examine the entire solicitation, seek clarification in writing, and 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 bid due date and time, nor shall it give rise to any contract claim.

XIV. Exceptions to Terms and Conditions

A bid that takes exception to a material requirement of any part of this Solicitation, including a material term or condition, shall be rejected. Exceptions to non-material provisions must be clearly identified using Attachment G — Bid Exception Form.

XV. Contractor Affidavit (Alabama E-Verify, Code of Alabama 1975, § 31-13-9)

In accordance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Code of Alabama 1975, § 31-13-9, every business entity or employer that employs one or more employees within the State of Alabama shall enroll in the E-Verify program and verify the

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employment eligibility of every employee that is required by federal law to be verified. As a condition for the award of any contract, grant, or incentive by the State, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer must provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.

By executing the Contractor Affidavit at Attachment I, the Contractor verifies its compliance with Code of Alabama 1975, § 31-13-9, stating affirmatively that the Contractor is registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify. Furthermore, the Contractor will continue to use E-Verify throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the same information.

SECTION 4: SPECIAL TERMS AND CONDITIONS

I. Proprietary Information

If a Bidder submits any document with the bid that is considered to be proprietary in nature or a trade secret, the Bidder shall notify the SFA that the documents are included in the bid and clearly mark each such document. The SFA will honor the request unless or until a competing Bidder or member of the public asks to have access to the information under the Alabama Open Records Act (Code of Alabama 1975, § 36-12-40 et seq.). In such case, the SFA will notify the affected Bidder that a challenge has been made. If the affected Bidder can produce a court-issued restraining order within ten (10) calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten-day period, the information will be released, and the SFA shall not be held liable.

II. Trade Name, Labels, and Other Requests

All equipment shall be properly labeled with manufacturer name, model number, serial number (where applicable), and UL/NSF certification labels as required by the Specifications. No private labels will be accepted on commercial products.

III. Equivalent / Alternate Products

Equivalent or alternate products may be offered for items where a brand name is specified, provided the quality, grade, and/or performance of the proposed product meets or exceeds the Specifications as indicated in Attachment B. The Specifications reference the Delfield Shelleysteel Custom Series or Approved Equal as the standard. The following must be provided with the bid for all alternate / equivalent items proposed:

11. Product identification, including manufacturer and/or distributor's name and number, brand name, product code, and model number;
12. Manufacturer's product literature and specifications, including dimensions, materials, electrical requirements, and certifications (UL, NSF, ETL as applicable);
13. Written certification that the product has been personally investigated by the Bidder and determined to be equal or superior in all respects to the specified product; and
14. The Bidder will provide the same warranty terms for the equivalent / alternate item as would be provided for the specified product.

The determination of equivalency rests solely with the SFA, in consultation with the CNP Director. The SFA reserves the right to reject any proposed equivalent at its sole discretion.

IV. Method of Payment and Pricing

a) Prices. All prices shall remain firm and fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.

b) The successful Bidder warrants that the bid prices, terms, and conditions stated in the bid shall be firm through the bid process and until the time of award, at which time prices shall remain firm and fixed for the entire contract period.

c) All bid prices must include all charges for packing, delivery, installation, and removal of existing equipment to each of the three (3) school sites listed in Attachment D.

d) Prices shall not include Federal Excise Tax or Alabama State and local Sales and Use Tax. Fairfield City Schools is exempt from such taxes as a governmental entity. An exemption certificate will be provided upon request.

e) The SFA will make payment within thirty (30) days of receipt of a proper invoice for properly delivered and installed equipment, after inspection and acceptance of the equipment by the SFA. Advance billings are not allowed. Where partial delivery is made, an invoice for such part shall be made upon delivery, and payment made within thirty (30) days under the conditions stated above.

f) Invoicing. Invoices shall, at minimum, contain the following information:

1. IFB Number and Purchase Order Number
2. Delivery location (school site)
3. Item description, model number, and quantity
4. Unit price and extended price for each item
5. Total cost
6. Warranty documentation attached

g) Invoices shall be mailed or emailed to: Fairfield City Schools — Child Nutrition Program, Attn: Gina Walton, CNP Director and Beatrice Blanton, Bookkeeper bblanton@fairfieldk12.org.

V. Evaluation and Award

This IFB is being conducted under the Alabama Competitive Bid Law, Code of Alabama 1975, § 16-13B-1 et seq., and applicable USDA procurement regulations at 2 CFR Part 200. The primary award criterion is the lowest bid price submitted by a responsive and responsible Bidder.

To be eligible for award, a bid must first be determined responsive (meeting all stated requirements of this IFB) and the Bidder must be determined responsible (capable of performing the contract). The SFA shall use the following framework to evaluate responsiveness and responsibility:

a) Responsiveness Determination (Pass / Fail)

Each bid will be reviewed for the presence of all required documents listed below. A bid missing any of these items will be deemed non-responsive and will not be considered for award:

- Sealed bid submitted by deadline in proper envelope
- Vendor Bid Form (Attachment C) fully completed and signed
- Bid bond or bid security (5% of total bid price)
- Pricing provided for each item per school site
- Acknowledgment of all addenda issued
- Manufacturer cut sheets / product literature for all proposed equipment
- Certificate of Insurance meeting required limits
- Attachments E, F, H, I, J, and K completed and signed

b) Responsibility Determination

Each responsive Bidder shall be evaluated for responsibility based on:

- Financial capacity to perform the contract
- Demonstrated ability to perform (technical capability, equipment availability, manufacturer authorization)
- Three (3) verifiable references for comparable foodservice equipment installation projects completed within the past five (5) years
- Past performance with public agency contracts
- Status as not debarred, suspended, or excluded from federal contracting
- Adequate insurance coverage as specified

c) Award

The SFA shall award the contract to the lowest responsive and responsible Bidder. The SFA reserves the right to award by individual school site or as a combined award for all three sites, whichever is in the best interest of the SFA. The SFA reserves the right to negotiate with the lowest responsive and responsible Bidder if all bids exceed available funding, pursuant to 2 CFR § 200.320(b)(1).

VI. Substitution Clause

Shipments of items with brand names or specifications other than those listed in this IFB shall be rejected and returned to the Vendor at the Vendor's expense, unless prior arrangements have been made with the CNP Director. Substitutions may be made only with prior written approval of the CNP Director. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than that stated in the IFB. Substitutions shall be priced at no greater than the originally awarded item.

VII. Additional Bid Instructions

a) Modifications. Original bids cannot be modified after receipt. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SFA reserves the right to request information or respond to inquiries for clarification purposes only.

b) Withdrawal. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the request for withdrawal in writing to the CNP Director before the bid opening deadline. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

c) Addenda. If clarification of the specifications or instructions is required, the request shall be made in writing no later than five (5) business days prior to the time and date set for the bid opening. The SFA will respond to the request in the form of an addendum issued to all potential Bidders. No addenda will be issued within three (3) business days of the date and time of bid opening. Should a question arise that requires clarification during this time period, the date and time of bid opening may be delayed to allow for issuance of an addendum.

d) Examination. Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility, nor will extra payment or change-order requests be considered for conditions which could have been determined by examining the solicitation.

Bids will be considered conclusive evidence of complete examination and understanding of the terms and conditions of the IFB documents. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. By submitting a bid, the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents or raising a question regarding requirements prior to submitting a bid.

e) 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 and dated may be rejected as non-conforming.
2. The SFA reserves the right to waive a bid's minor irregularities if rectified by the Bidder within three (3) business days of the SFA's issuance of a written notice of such irregularities.
3. The SFA reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
4. Issuance of this IFB in no way constitutes a commitment by the SFA to award a contract. The SFA reserves the right to accept or reject, in whole or in part, all bids

submitted and/or to cancel this solicitation if it is determined to be in the best interest of the SFA.

5. Any Bidder who has a documented and demonstrated poor performance during a current or previous agreement with the SFA may be considered a non-responsible Bidder and their bid may be rejected. The SFA reserves the right to exercise this option as deemed proper or necessary.

f) Bid Acceptance Period. Bids received are an irrevocable offer for sixty (60) days after the bid opening time and date.

VIII. Bid Bond and Performance / Payment Bonds

Each bid must be accompanied by a bid bond, certified check, or cashier's check payable to Fairfield City Schools in the amount of five percent (5%) of the total bid price. Bid bonds will be returned to unsuccessful Bidders within fourteen (14) calendar days of bid award. The bid security of the successful Bidder will be retained until a contract is executed and the required performance and payment bonds are furnished.

IX. Ordering and Delivery

a) Inspection. Upon delivery and installation, the equipment will be inspected by the CNP Director or designee. If found to be defective, damaged, or failing in any way to meet the Specifications, the equipment may be rejected or returned. Rejected equipment must be removed by the Contractor immediately at the Contractor's expense.

b) Credit or Replacement. A credit or replacement will be issued for damaged or unacceptable equipment. All such transactions shall be coordinated with the CNP Director. Replacement of damaged or unacceptable equipment shall be made at a mutually agreed time.

c) Coordination. The Contractor shall coordinate all deliveries with the CNP Director or designated site contact and the school principal to minimize disruption to food service operations. Work shall be completed during school breaks or in a manner that allows the cafeteria to remain operational or resume operation within the agreed timeline.

X. Amendments and Modifications of Contract

The contract between the Board and the Vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

XI. Assignment

The Vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the SFA, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the SFA.

XII. Independent Contractor and Indemnity

The Vendor shall act as an independent Contractor and not as an employee of the SFA. The Vendor agrees to indemnify, defend, and hold harmless the Board, its elected officials, employees, and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorneys' fees) of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, arising from or in connection with the negligent acts of the Vendor, its subcontractors, or their respective agents, servants, or employees, or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

XIII. Time of Performance and Liquidated Damages

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of award, to commence performance pursuant to the award.

b) The Contractor must comply with the agreed-upon time of performance. If the Contractor fails to complete delivery and installation at any school site by the agreed date, the SFA may assess liquidated damages of \$250 per calendar day per site until installation is complete and accepted, up to a maximum of fifteen percent (15%) of the contract value for that site. The parties agree this amount is a reasonable estimate of actual damages and not a penalty.

XIV. Force Majeure

If the SFA, in its reasonable discretion, determines that a Force Majeure Event is likely to delay the Contractor's performance for more than thirty (30) days, the SFA reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the SFA's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

XV. Evidence of Insurance

a) The successful Bidder, at its expense, shall always carry and maintain in full force during the term of this contract the following insurance:

Coverage	Limits of Liability
Workers' Compensation	Statutory per Alabama law
Employer's Liability	\$500,000 per occurrence
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Bodily Injury & Property Damage	\$500,000 per occurrence / \$1,000,000 aggregate

b) Prior to commencement of performance of this agreement, the Contractor shall furnish to the SFA a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming Fairfield City Schools Board of Education, its elected officials, agents, and employees as additional insured under the Commercial General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the SFA. Such certificate shall be issued to: Fairfield City Schools Board of Education, Child Nutrition Program.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

XVI. Exceptions

A bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions using Attachment G — Bid Exception Form.

XVII. Warranty

The successful Bidder shall fully warrant all equipment furnished under the terms of this contract against poor and inferior quality. Time is of the essence of this contract. While under warranty, the successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the SFA's operations.

Minimum warranty requirements:

- One (1) year parts and labor warranty on all counter components and electrical systems
- Manufacturer's standard warranty on all refrigeration systems (minimum 1-year parts and labor; 5 years on compressors where specified)
- Two (2) year parts and labor warranty on counter bodies and structural components where noted in specifications

Vendor must provide all warranty documentation in writing at time of delivery. Warranty service must be available within 48 hours of notification during the school year.

XVIII. Gifts and Gratuities

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the SFA purchasing products under the provisions of the contract issued as a result of this IFB shall accept, solicit, or receive, either directly or indirectly, from any person, firm, or corporation, any gift or gratuity.

XIX. Buy American Provision

In accordance with 7 CFR § 210.21(d) and the National School Lunch Act, the Contractor shall use, to the maximum extent practicable, domestic commodities or products. Each Bidder shall complete and sign the Buy American Certification at Attachment K. For any proposed equipment that is not domestic, the Bidder shall provide an explanation and documentation of the domestic source exception claimed.

XX. Severability

The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XXI. Waiver and Rejection Rights

Notwithstanding any other provisions of the Solicitation, the SFA reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

XXII. Governing Law and Venue

This contract shall be governed by and construed in accordance with the laws of the State of Alabama. Any dispute arising under this contract shall be resolved in the state courts of Jefferson County, Alabama.

SECTION 5: ATTACHMENTS

The following attachments are incorporated into and made a part of this Invitation for Bid:

- Attachment A — Contract Signature Page
- Attachment B — Equipment Specifications & Bid Schedule
- Attachment C — Vendor Bid Form
- Attachment D — Delivery Sites
- Attachment E — Lobbying Certification & Disclosure (SF-LLL)
- Attachment F — Debarred, Suspended & Ineligible Status Certification
- Attachment G — Bid Exception Form
- Attachment H — Anti-Collusion Affidavit
- Attachment I — Contractor Affidavit (E-Verify, Code of Alabama 1975, § 31-13-9)
- Attachment J — Conflict of Interest Disclosure
- Attachment K — Buy American Certification

ATTACHMENT A: CONTRACT SIGNATURE PAGE

This agreement is dated as of _____, by and between the Fairfield City Schools Board of Education, Child Nutrition Program (“SFA”), and _____ (“CONTRACTOR”).

The SFA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Products and Services

CONTRACTOR shall provide all equipment and services as specified or indicated in the Contract Documents. Contractor shall supply, deliver, install, and place into service the cafeteria serving line equipment at the SFA's three (3) school sites as designated in Attachment D.

Article 2. Contract Time

The equipment, supplies, and services shall be furnished in accordance with this Agreement and are to be completed as specified in this IFB and as agreed in the project schedule submitted with the Bid.

Article 3. Contract Price

The SFA shall pay CONTRACTOR for delivery and installation of specified equipment in accordance with CONTRACTOR's bid, which is attached hereto. The SFA shall pay CONTRACTOR net thirty (30) days from date of acceptance unless other terms of payment are agreed upon.

Article 4. Invoice Procedures

Invoices for payment with appropriate supporting documents shall be sent to:

Fairfield City Schools

Child Nutrition Program

Gina Walton, CNP Director

6405 Avenue D

Fairfield, AL 35064

Article 5. Contractor's Representations

In order to induce the SFA to enter into this Agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the bid documents.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the products or services.

Article 6. Contract Documents

The Contract Documents, which comprise the entire agreement between the SFA and CONTRACTOR concerning the work, consist of the following:

- This Signature Page (Attachment A)
- The Invitation for Bid (IFB No. FCS-CNP-2026-06), including all sections and attachments
- All addenda issued prior to bid opening
- CONTRACTOR's bid submission
- All written communications between the SFA and CONTRACTOR concerning the transaction

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified, or supplemented by written agreement between both parties.

Contract Signatures

IN WITNESS WHEREOF, Fairfield City Schools Board of Education and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to the SFA and to the CONTRACTOR. This Agreement will be effective _____ (Date).

FAIRFIELD CITY SCHOOLS BOARD OF EDUCATION

Signature of Board Member or Designee:

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR

FAIRFIELD CITY SCHOOLS — CHILD NUTRITION PROGRAM
INVITATION FOR BID: CAFETERIA SERVING LINES

Contractor Company Name (Legal): _____

Signature of Authorized Company Representative:

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT B: EQUIPMENT SPECIFICATIONS & BID SCHEDULE

The full equipment specifications (incorporated herein by reference as Exhibits B-1, B-2, and B-3) set forth the minimum technical requirements for equipment at each school site:

- Exhibit B-1 — Robinson Elementary School Serving Line Specifications (Rev. 3)
- Exhibit B-2 — C.J. Donald Middle School Serving Line Specifications (Rev. 4)
- Exhibit B-3 — Fairfield High School Serving Line Specifications (Rev. 3)

All equipment shall conform to the Delfield Shelleysteel Custom Series standard or an approved equal as determined by the SFA. Brand references are solely to establish minimum quality and performance standards. All substitutions require written pre-approval from the CNP Director prior to bid opening. Bidders proposing equals must submit full technical documentation with their bid demonstrating that proposed products meet or exceed all specification requirements.

General Construction Requirements (Applicable to All Sites)

- Counter tops: 14-gauge stainless steel, #4 finish, fully welded corners, straight turndown exposed edges
- Counter body: 18-gauge stainless steel side panels, 14-gauge galvanized bottom, reinforced corners and cutouts
- Food wells: electric, flush mounted, thermostatic controls, fully insulated, R290 refrigerant
- Cold pans: built-in, 21.62" wide x 7" deep, NSF-7 compliant, R290 refrigerant, 48" drain hose with manual shutoff
- Casters (where specified): SG32C adjustable height 5" polyurethane, all with brakes, field-removable
- Sneeze guards: FlexiShield, 18-gauge stainless steel serving shelf, 1/4" tempered glass, adjustable positions
- Custom vinyl graphic wraps: applied at factory per CNP Director and school design team specifications
- All counters: UL Listed, single-point electrical connection where specified, cord and plug furnished
- All counter heights: 36" (including 5" casters) across all three school sites

Equipment Summary by School

Robinson Elementary School (4 Units)

Item #	Description	Model / Details
Item 1	Hot Food Counter — 4 Well	Delfield SH-4-NU or Approved Equal — 60"L with 14" left-side top extension (76" total top) x 30"W, 36"H, single-sided service, P-60 S/S open understorage, FlexiShield, LED lighting, custom vinyl wrap (front + one side), 5" casters with brakes
Item 2	Cold Food Serving Counter — 3 Pan	Delfield SCSC-50-BP or Approved Equal — 50"L x 30"W, 36"H, single-sided, R290 refrigerant, NSF-7, SG9B service doors, FlexiShield, LED, vinyl wrap (front only), 5" casters with brakes
Item 3	Cold Food Serving Counter — 2 Well	Delfield SCSC-36-BP or Approved Equal — 36"L x 30"W, 36"H, single-sided, self-contained R290 refrigeration, FlexiShield, LED, E-36 work shelf, vinyl wrap (front), 5" casters with brakes
Item 4	Cashier Counter (Modified to 50")	Delfield SCS-36 or Approved Equal — 30"W x 50"D (50" total length), 36"H, dual service, 18-ga stainless interior, 12x20 pan cutout, locking cash drawer, 2020 utility drawer with lock, SG34-A cash drawer insert, SG7-D ferruled holes, GFCI 15A duplex, recessed undershelf, 2ea B-50 tray slides, vinyl wrap (both sides), 5" casters with brakes

C.J. Donald Middle School (4 Units)

Item #	Description	Model / Details
Item 1	Hot Food Counter — 4 Well	Delfield SH-4-NU or Approved Equal — 64"L x 30"W, 36"H, single-sided, P60 S/S open understorage (operator's right), B-72 64" tray slide (customer side), E-72 64" work shelf (operator's side), DCFSFS2 double-tier FlexiShield, LED on BOTH tiers, DCFHL radiant heat lamp under shield over hot wells, vinyl wrap (front + rear), 5" casters with brakes
Item 2	Cold Food Serving Counter — 4 Pan	Delfield SCSC-60-BP or Approved Equal — 64"L x 30"W, 36"H, single-sided, 2ea SG9D louvered service doors, B-72 64" tray slide (customer side), E-72 64" work shelf (operator's side), DCFSFS2 flexible double-tier FlexiShield, LED on BOTH tiers, vinyl wrap (front + rear), 5" casters with brakes

FAIRFIELD CITY SCHOOLS — CHILD NUTRITION PROGRAM
INVITATION FOR BID: CAFETERIA SERVING LINES

Item #	Description	Model / Details
Item 3	Cold Food Serving Counter — 2 Well	Delfield SCSC-36-BP or Approved Equal — 38"L x 30"W, 36"H, single-sided, self-contained R290 refrigeration, B-40 38" tray slide, E-40 38" work shelf, DCFSFS2 double-tier FlexiShield, LED on BOTH tiers, vinyl wrap (front + one side), 5" casters with brakes
Item 4	Cashier Counter (Modified to 50")	Delfield SCS-36 or Approved Equal — 30"W x 50"D, 36"H, dual service, 18-ga stainless interior, 12x20 pan cutout, locking cash drawer, 2020 utility drawer with lock, SG34-A cash drawer insert, SG7-D ferruled holes, GFCI 15A duplex, recessed undershelf, 2ea B-50 tray slides, vinyl wrap (both sides), 5" casters with brakes

Fairfield High School (5 Units)

Item #	Description	Model / Details
Item 1	Tray and Silverware Holder (Mobile)	Delfield SCTS-36 or Approved Equal — 36" x 30" x 36"H, upper shelf with 12x20 pan cutout, lower tray storage, includes 12x20x6 clear plastic pan, 3-sided vinyl wrap, line-up interlocks, 5" casters with brakes
Item 2	Hot Food Counter — 5 Well (Recessed)	Delfield SH-5-NU or Approved Equal — 78"L x 30"W, 36"H, DUAL service, recessed wells (accommodate full sheet pan), SG9B service doors, 2ea B-78 78" tray slides (both sides), DCFSHD-74 double-tier FlexiShield with sneeze guard for dual service, LED on BOTH tiers, vinyl wrap (front + one side), 5" casters with brakes
Item 3	Cold Food Serving Counter — 4 Pan	Delfield SCSC-60-BP or Approved Equal — 64"L x 30"W, 36"H, DUAL service, 2ea B-72 64" tray slides (both sides), DCFSHD-60 dual-service double-tier FlexiShield, LED on BOTH tiers, vinyl wrap (front side), 5" casters with brakes
Item 4	Cold Food Serving Counter — 2 Well	Delfield SCSC-36-BP or Approved Equal — 38"L x 30"W, 36"H, DUAL service, self-contained R290 refrigeration, 2ea B-40 38" tray slides, DCFSHD-36 double-tier FlexiShield, LED on BOTH tiers, vinyl wrap (front side), 5" casters with brakes
Item 5	Cashier Counter	Delfield SCS-36 or Approved Equal — 36"L x 30"W, 36"H, dual service, locking cash drawer, SG7-D ferruled holes, SG34-A cash drawer insert, GFCI 15A

FAIRFIELD CITY SCHOOLS — CHILD NUTRITION PROGRAM
INVITATION FOR BID: CAFETERIA SERVING LINES

Item #	Description	Model / Details
		duplex, 2ea B-36 tray slides (both sides), 3-sided vinyl wrap, 5" casters with brakes

Contractor Scope of Work

1. Coordinate with the equipment manufacturer's factory representative to review all shop drawings and approve final configurations prior to fabrication.
2. Verify that all doorways, corridors, and access points at each school site are adequate to receive the specified equipment. Notify the CNP Director in writing of any access constraints within five (5) business days of site visit.
3. Remove all existing serving line counters and transport to a staging location designated by the Fairfield City Schools CNP Director.
4. Deliver and set in place all new serving line counters and equipment per the approved configuration.
5. Remove all PVC protective coatings from counter surfaces.
6. Connect all counters together using Line-Up Interlock Device connectors and level all equipment as required.
7. Remove all cartons, crates, packing materials, and debris from the premises.
8. Coordinate with the school board's electrician for final electrical connections.
9. Demonstrate all operational functions to CNP Director or designated representative upon installation completion.
10. Provide all applicable warranties, owner's manuals, and manufacturer service contact information at time of delivery.
11. Contractor shall protect floors, walls, and adjacent surfaces during removal and installation.

Owner / School Board Responsibilities

1. Provide access to each building for the food service dealer and related trades to complete required work.
2. Provide a licensed electrician to run any additional wiring, change breakers, and install or modify receptacle outlets as needed for the new equipment.
3. Collaborate with the equipment manufacturer's design department on custom vinyl graphic designs for each school.
4. Conduct final inspection and authorize completion upon satisfactory installation at each site.

ATTACHMENT C: VENDOR BID FORM

Notice to Bidders: It is essential that the submitted bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the SFA on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the Contract Documents.

This Bid is submitted to: Fairfield City Schools Board of Education

This Bid is submitted on this date: _____

This Bid is valid for sixty (60) days from the date of the public opening of the bid.

Bidder Information

Legal Business Name: _____

D/B/A (if applicable): _____

Federal Tax ID (EIN): _____

Street Address: _____

City / State / ZIP: _____

Telephone: _____

Email: _____

Authorized Representative Name: _____

Title: _____

Alabama Contractor's License No. (if applicable):

FAIRFIELD CITY SCHOOLS — CHILD NUTRITION PROGRAM
INVITATION FOR BID: CAFETERIA SERVING LINES

Receipt of Addenda

In submitting this Bid, the Bidder represents that they have received and examined the following addenda (enter "N/A" if none issued):

Addendum 1: _____ Date: _____

Addendum 2: _____ Date: _____

Addendum 3: _____ Date: _____

Bid Pricing by School Site

C.1 Robinson Elementary School (4 Units)

Qty	Item Description	Model No.	Manufacturer	Unit Price	Extended Price
1	Hot Food Counter — 4 Well (76" total top w/ extension) — Delfield SH-4-NU or Equal			\$	\$
1	Cold Food Serving Counter — 3 Pan (50"L) — Delfield SCSC-50-BP or Equal			\$	\$
1	Cold Food Serving Counter — 2 Well (36"L) — Delfield SCSC-36-BP or Equal			\$	\$
1	Cashier Counter (Modified to 50"D, Dual Service) — Delfield SCS-36 or Equal			\$	\$
1	Delivery, Installation, Removal of Existing Counters	N/A		\$	\$
TOTAL BASE BID — Robinson Elementary School:				\$ _____	

FAIRFIELD CITY SCHOOLS — CHILD NUTRITION PROGRAM
 INVITATION FOR BID: CAFETERIA SERVING LINES

C.2 C.J. Donald Middle School (4 Units)

Qty	Item Description	Model No.	Manufacturer	Unit Price	Extended Price
1	Hot Food Counter — 4 Well (64"L) — Delfield SH-4-NU or Equal			\$	\$
1	Cold Food Serving Counter — 4 Pan (64"L) — Delfield SCSC-60-BP or Equal			\$	\$
1	Cold Food Serving Counter — 2 Well (38"L) — Delfield SCSC-36-BP or Equal			\$	\$
1	Cashier Counter (Modified to 50"D, Dual Service) — Delfield SCS-36 or Equal			\$	\$
1	Delivery, Installation, Removal of Existing Counters	N/A		\$	\$
TOTAL BASE BID — C.J. Donald Middle School:				\$ _____	

C.3 Fairfield High School (5 Units)

Qty	Item Description	Model No.	Manufacturer	Unit Price	Extended Price
1	Tray and Silverware Holder (Mobile) — Delfield SCTS-36 or Equal			\$	\$
1	Hot Food Counter — 5 Well Recessed (78"L, Dual Service) — Delfield SH-5-NU or Equal			\$	\$
1	Cold Food Serving Counter — 4 Pan (64"L, Dual Service) — Delfield SCSC-60-BP or Equal			\$	\$
1	Cold Food Serving Counter — 2 Well (38"L,			\$	\$

FAIRFIELD CITY SCHOOLS — CHILD NUTRITION PROGRAM
INVITATION FOR BID: CAFETERIA SERVING LINES

Qty	Item Description	Model No.	Manufacturer	Unit Price	Extended Price
	Dual Service) — Delfield SCSC-36-BP or Equal				
1	Cashier Counter (Dual Service) — Delfield SCS-36 or Equal			\$	\$
1	Delivery, Installation, Removal of Existing Counters	N/A		\$	\$
TOTAL BASE BID — Fairfield High School:				\$ _____	

TOTAL COMBINED BID — ALL THREE SITES:	\$ _____
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Bidders may bid on individual sites or all three sites. Indicate which sites are included in this bid:

- ☐ Robinson Elementary School only
- ☐ C.J. Donald Middle School only
- ☐ Fairfield High School only
- ☐ All three sites (combined bid above)
- ☐ Other combination (specify): _____

Proposed Delivery and Installation Schedule

Robinson Elementary School: _____

C.J. Donald Middle School: _____

Fairfield High School: _____

Checklist for Bidder

The following documents are attached to and made part of the Bid (check all that apply):

- ☐ Vendor Bid Form (Attachment C, this document)
- ☐ Bid Bond / Bid Security (5% of total bid)
- ☐ Manufacturer's product literature / cut sheets
- ☐ Three (3) verifiable references
- ☐ Certificate of Insurance
- ☐ Lobbying Certification & Disclosure (Attachment E)
- ☐ Debarment Status Form (Attachment F)
- ☐ Bid Exception Form (Attachment G) — if applicable
- ☐ Anti-Collusion Affidavit (Attachment H, notarized)
- ☐ Contractor Affidavit / E-Verify (Attachment I, notarized)
- ☐ Conflict of Interest Disclosure (Attachment J)
- ☐ Buy American Certification (Attachment K)

Authorized Signature of Bidder

This bid form must be signed by an individual with actual authority to bind the company.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company Type (check one):

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Joint Venture

ATTACHMENT D: DELIVERY SITES

All equipment under this contract shall be delivered, installed, and placed into service at the following three (3) Fairfield City Schools sites:

School Site	Address & Site Contact
Robinson Elementary School	301 61 st Street Fairfield, AL 35064 Site Contact: Connie Dickerson 205-747-8348 cdickerson@fairfieldk12.org
C.J. Donald Middle School	615 Valley Road Fairfield, AL 35064 Site Contact: Shaundria Mason 205-899-1330 smason@fairfieldk12.org
Fairfield High School	610 Valley Road Fairfield, AL 35064 Site Contact: LaTerrica Little 205-427-9709 llittle@fairfieldk12.org

Primary Project Contact for All Sites:

Gina Walton, CNP Director

Fairfield City Schools-Child Nutrition Program

gwalton@fairfieldk12.org | 205-910-5441

ATTACHMENT E: LOBBYING CERTIFICATION & DISCLOSURE

(Required for all contracts exceeding \$100,000 — 31 U.S.C. § 1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

Disclosure of Lobbying Activities (SF-LLL)

If the answer to item 2 above is yes (Federal appropriated funds have been used for lobbying), complete and attach Standard Form LLL, "Disclosure of Lobbying Activities," available at the OMB website. Otherwise, check the box below:

☐ No lobbying activities have occurred or will occur in connection with this contract.

ATTACHMENT F: DEBARRED, SUSPENDED & INELIGIBLE STATUS CERTIFICATION

(Required for all contracts exceeding \$25,000)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR Part 180 and 2 CFR Appendix II to Part 200, Section (H).

The Contractor certifies that the Contractor and/or any of its subcontractors or principals:

1. Are NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, including the U.S. Department of Agriculture, or by any agency of the State of Alabama.
2. Have NOT, within a three-year period preceding this bid, 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.
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 (2) above.
4. Have NOT, within a three-year period preceding this bid, had one or more public transactions (Federal, State, or local) terminated for cause or default.

The Contractor agrees to immediately notify Fairfield City Schools if the Contractor is debarred or placed on the System for Award Management (SAM) Consolidated List of Debarred, Suspended, and Ineligible Contractors by any Federal entity during the term of this contract. All responses will be verified through SAM.

Organization Name: _____

Name and Title of Authorized Representative:

Signature: _____

Date: _____

ATTACHMENT G: BID EXCEPTION FORM

Bidders taking exception to any non-material provision of this IFB must clearly identify each exception on this form. Exceptions to material requirements will result in rejection of the bid. The determination of whether a requirement is material rests solely with the SFA.

Section / Subsection of IFB	Specific Sentence(s) Taking Exception To	Alternate Provision Proposed by Bidder

Bidder Signature: _____

Printed Name: _____

Title: _____

Date: _____

If no exceptions are being taken, write “NO EXCEPTIONS” below and sign:

Statement: _____

ATTACHMENT H: ANTI-COLLUSION AFFIDAVIT

STATE OF ALABAMA

COUNTY OF _____

I, _____, of lawful age, being first duly sworn
on oath, depose and state that:

1. I am the duly authorized agent of _____
(the “Bidder”), submitting the attached bid in response to IFB No. FCS-CNP-2026-06
issued by Fairfield City Schools Board of Education, Child Nutrition Program.
2. The Bidder has not been a party to any collusion among Bidders in restraint of freedom
of competition by agreement to bid at a fixed price or to refrain from submitting a bid; or
with any state, county, or municipal official or employee as to quantity, quality, or price
in the prospective contract; or in any other terms of said prospective contract; or in
connection with any exchange of money or other thing of value for special consideration
in the letting of a contract.
3. The Bidder has not paid, given, donated, or agreed to pay, give, or donate to any officer
or employee of the SFA, either directly or indirectly, in the procuring of the award of a
contract pursuant to this bid.
4. The Bidder acknowledges that collusive bidding is a violation of the Alabama
Competitive Bid Law (Code of Alabama 1975, § 41-16-20 et seq) and applicable Federal
law, and may result in civil and criminal penalties, including fines and imprisonment, and
may be grounds for debarment from future contracting.
5. The undersigned has full authority to execute this Affidavit on behalf of the Bidder.

Signature of Authorized Agent: _____

Printed Name: _____

Title: _____

Bidder / Company Name: _____

Date: _____

FAIRFIELD CITY SCHOOLS — CHILD NUTRITION PROGRAM
INVITATION FOR BID: CAFETERIA SERVING LINES

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public Signature: _____

My commission expires: _____

(Notary Seal)

ATTACHMENT I: CONTRACTOR AFFIDAVIT — E-VERIFY

(Pursuant to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Code of Alabama 1975, § 31-13-9)

STATE OF ALABAMA

COUNTY OF _____

By executing this affidavit, the undersigned Contractor verifies its compliance with Code of Alabama 1975, § 31-13-9, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Fairfield City Schools Board of Education has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Code of Alabama 1975, § 31-13-9.

Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by Code of Alabama 1975, § 31-13-9.

The Contractor hereby attests that its federal work authorization (E-Verify) user identification number and date of authorization are as follows:

E-Verify Company ID Number: _____

Date of Authorization: _____

Name of Contractor (Legal): _____

Name of Public Employer: Fairfield City Schools Board of Education

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), Alabama.

Signature of Authorized Officer or Agent:

Printed Name and Title: _____

FAIRFIELD CITY SCHOOLS — CHILD NUTRITION PROGRAM
INVITATION FOR BID: CAFETERIA SERVING LINES

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

Notary Public Signature: _____

My commission expires: _____

(Notary Seal)

ATTACHMENT J: CONFLICT OF INTEREST DISCLOSURE

In accordance with 2 CFR § 200.318(c) and the SFA's Code of Conduct, all Bidders must complete this Conflict of Interest Disclosure as part of the bid submission.

J.1 Relationship Disclosure

Is the Bidder, or any principal, officer, employee, or owner of the Bidder, a current or former employee, official, or Board member of Fairfield City Schools, or a family member of any current employee, official, or Board member?

☐ Yes ☐ No

If yes, provide details (name, relationship, position):

Details: _____

J.2 Gifts or Items of Value

Has the Bidder provided any gifts, meals, entertainment, or other items of value exceeding \$25 to any employee, official, or Board member of Fairfield City Schools within the past twelve (12) months?

☐ Yes ☐ No

If yes, provide details (recipient, item, value, date):

Details: _____

J.3 Specification Development

Did the Bidder, or any affiliated party, participate in the development, drafting, or review of the specifications, requirements, statement of work, or any portion of this IFB?

☐ Yes ☐ No

If yes, provide details:

Details: _____

Bidder Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT K: BUY AMERICAN CERTIFICATION

(In accordance with 7 CFR § 210.21(d) and the National School Lunch Act)

The Buy American provision requires that school food authorities purchase, to the maximum extent practicable, domestic commodities or products for use in the National School Lunch Program and School Breakfast Program. “Domestic” means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. While the Buy American provision is primarily applied to food products, schools are encouraged to apply the principle to foodservice equipment where practicable.

K.1 Certification

The undersigned certifies that the equipment proposed in this bid is:

☐ Manufactured and assembled in the United States

☐ Manufactured in the United States with certain components sourced internationally (specify below)

☐ Predominantly imported with limited U.S. assembly (specify below)

K.2 Country-of-Origin Documentation

For any proposed equipment that is not domestic in whole or in part, provide an explanation and documentation of the source(s):

Description: _____

Description: _____

K.3 Acknowledgment

The undersigned acknowledges that the SFA may, at its discretion, request additional country-of-origin documentation for any item proposed under this bid, including manufacturer certifications, mill test reports, or other documentation as needed to verify compliance with this provision.

Bidder Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____