

**BID # 21-09**  
**CNP Automated Temp Recorder**

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE  
REFERENCE. ONCE AWARDED THIS IS YOUR CONTRACT DOCUMENT.

**I. GENERAL INFORMATION**

- (A) All bidders must use our form for submitting their bid.
- (B) All bids must be sealed and marked in the lower left hand corner "**CNP Automated Temp Recorder**" with bid number, opening time and date. Late bids will not be opened.
- (C) Bids will not include State Sales Tax, Federal Excise Taxes or any other fee.
- (D) Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
- (E) Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
- (F) Non-Discrimination: The board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.
- (G) If applicable; all debris must be removed after installation and/or performance of service of equipment and/or service.
- (H) Bid Protest Procedures
  1. Any protests from this solicitation and award shall be made in writing and shall be delivered to the Superintendent as the acting protest official of the Shelby County Board of Education at 410 East College Street Columbiana, AL 35051. The protest shall be filed no later than ten (10) days from the 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;
    - The form of relief requested
  2. A written response to the protest will be made within 30 days from receipt of the protest (with above documentation)
  3. The Shelby County Board of Education shall make available upon request information regarding protests to the State Board of Education.
- (I) Assurance of Ethical Practices

The procurement process is intended to offer free and open competition to those who have the capacity to respond to a solicitation. Under no circumstances may an employee of the company bidding purposely make a false or misleading statement, representation, or certification. See Title 7 of the Code of Federal Regulations Part 3016.36 for further information.

**II. DISQUALIFICATION OF BIDS**

Bids may be disqualified before the awarding of the contract for any of the following:

- (A) Failure to mark envelope as required.

- (B) Failure to complete, sign, notarize and include the “Bid Summary Page”.
- (C) Failure to complete, sign and include the “Certificate of Compliance with Specifications” and the “Deviation” form.
- (D) Failure to complete, sign and include the “Certificate Regarding Lobbying” form.
- (E) Failure to complete, sign, notarize and include the “Non-Collusion Affidavit” form.
- (F) Failure to complete, sign and include the “Debarment and Suspension Certificate”.
- (G) Failure to complete, sign and include the “Alabama Immigration Law” form.
- (H) Excessive errors and failure to include any requested information or other details of the bid.

### **III. TERMINATION OF CONTRACT**

This contract may be terminated by the Shelby County School System with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the Shelby County School System shall have right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the bidder of any liability to the Shelby County School System for damages sustained by virtue of a breach by the bidder.

### **IV. METHOD OF AWARD**

- (A) The award will be made to the lowest responsible bidder meeting specifications. It is not the policy of the Shelby County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, past service and experience are among the factors that may be considered in determining the responsible bidder.
- (B) In the event the low bidder refuses to accept the entire requirements without deviation, the bid may be awarded to the next lowest bidder.
- (C) This bid will be awarded to the low bidder for each line item meeting specifications or the total bottom line bid at the discretion of the Shelby County Board of Education.
- (D) In the event that two or more vendors bid the same amount on the same item, a coin toss will determine the vendor awarded that item.

### **V. CONTRACT PERIOD/PRICING**

- (A) The period of this contract is for one (1) year from when the contract is awarded.
- (B) The extension must have the mutual consent of the vendor and the Shelby County Board of Education. All terms and prices must remain the same.
- (C) Prices should be good for the length of this contract.
- (D) Prices should include installation when requested and delivery to all Shelby County School sites. All shipping charges will be paid by the vendor.
- (E) **Fixed price with Escalator/ De-escalator Clause (Market-based Pricing)**  
Prices must remain firm for the initial contract year and include transportation (including fuel surcharge, if applicable) and delivery. Because of market conditions, the successful bidder will be able to adjust the price

upward or downward in verifiable market conditions. Successful Bidder shall indicate a price adjustment to take effect on the following week of said notice. The Shelby County Child Nutrition Program requires appropriate documentation to support the price adjustment. Documentation must be presented at the time of the request to the Child Nutrition Program. (Verifiable resources for documentation include supplier/distributor invoices, Food Institute Report, AMS Market Report and other reputable third party market sources.)

At no time shall the requested price adjustment reflect an increase in the overall mark-up amount of the original pricing submitted by the vendor. All revised prices must be held firm for two months.

(F) Discounts/Credits/Rebates

1. The Vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the vendors to report this information on a less frequent basis than monthly, but no less frequently than annually;
2. The Vendor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
3. The Vendor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Shelby County Board of Education.

(G). Allowable Costs

1. Allowable costs will be paid from the nonprofit school food service account to the vendors net of all discounts, rebates and other applicable credits accruing to or received by the vendors or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. The vendors must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
3. The vendors must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
4. The Vendor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;  
Discounts/Credits/Rebates

(H) Prohibited expenditures

No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the vendors receiving payments in excess of the vendor's actual, net allowable costs.

## **VI. INVOICING/PAYMENT**

### **(A) INVOICING**

1. All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number 2) Ship-to Department name and address.

**In order to ensure prompt payment, ALL ORIGINAL INVOICES\* MUST BE SENT TO:**

Shelby County Board of Ed  
Child Nutrition Department  
P.O. Box 1910  
410 East College Street  
Columbiana, AL 35051

2. If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the Board of Education to process payment. Purchase orders will be issued as deliveries are required.
3. At the time of delivery to the schools, two (2) copies of the vendor's invoice shall be left with the School Nutrition Designee.
4. All copies of the invoice are to be signed at the time of delivery to the schools by the School Nutrition Designee.
5. A credit or replacement will be issued for damaged or unacceptable items as determined by the Director of School Nutrition. Replacement of damaged or unacceptable items will be made no later than the next delivery date. In the event of errors, a credit/debit shall be issued against the invoice as it was presented to the School Nutrition Designee. The credit or debit shall be sent to the address listed above.

### **(B) PAYMENT**

Payment will be made by check or by credit card.

## **VII. QUANTITIES/ORDERS/DELIVERIES**

- (A) The original order will be placed at the time the contract is awarded.
- (B) Number of days required for delivery must be stated and will become a part of the terms of this bid contract. If applicable, all equipment and installation awarded in this bid must be completed by six (6) weeks after the issuance of the purchase order.
- (C) Quantities cannot be determined at the time the bid is awarded. Although some items list a specific location, this does not limit the possibility of ordering those same items for other sites.
- (D) Brand Name Reference: the acceptable specified brand(s) are indicated in this bid document. The board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the specified item. Bidders offering substitutions must provide written specifications noting any and all changes to the original specifications, and submit for approval at least 7 days prior to the bid opening. Bidders will be notified of approved equivalent substitutions.
- (E) The bidder shall deliver inside each school kitchen receiving point. Delivery personnel are required to place products in areas that will not obstruct any aisle, doorway or passageway as designated by a School Nutrition Designee. Under no circumstances may a delivery be left outside the building.
- (F) Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the Shelby County Schools System.

- (G) In the event of an emergency, if the vendor cannot deliver in a timely manner; the Board of Education has the option to purchase those goods from another source with no penalty to either party.
- (H) Grades of produce (if applicable) are based on standards established by the U.S. Department of Agriculture productions and Marketing Administration. Fruits and vegetables supplied must be of the grade specified for the item. Grade indication should be the condition of the item upon delivery.
- (I) Grade and Quality of produce (if applicable) shall be U.S. #1 commercial, unless otherwise stated. All items shall be packed to the Standard for the USDA Grade or Size as specified in the bid. All items must be labeled by brand name, product code and/or any other identification, which clearly identifies the product when delivered. Site managers have the right to refuse to accept products that do not meet quality standards. The invoice/delivery ticket will be corrected at the time of delivery. Product not accepted will be replaced the following business day. If product has been rejected, the quality conditions, which caused the rejection, must be corrected. Chronic quality conditions will not be tolerated.
- ( ) Packaging of fruits and vegetables (if applicable) shall be packed in clean containers suitable to the best preservation of quality of the item within. Where count is indicated, this figure refers to the machine count and may vary by plus or minus 2%. Weights of produce do not indicate the container.

#### **VIII. BOND REQUIREMENTS**

Vendor must comply with the Alabama Competitive Bid Law. **The Shelby County Board of Education will not require a bid bond on this contract.**

#### **IX. WARRANTIES/SERVICES**

- A. All warranties must be clearly stated.**
- B. Availability of service must be clearly stated along with service contract pricing.**
- C. The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.**

#### **X. CONDITIONS**

- A. This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States including but not limited to the following when applicable:
  - 1. DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148).  
Vendors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must comply with the Davis-Bacon. Vendors and sub-vendors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates.
  - 2. CONTRACT WORK HOURS AND SAFETY STANDARDS (40 U.S.C. 3701-3708)  
Vendors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with vendor's performance of work under this contract, vendors agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

3. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT 37 CFR Part 401.  
If the Federal award meets the definition of “funding agreement” under 37 CFR part 401.2 and the recipient or sub-recipient wished to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental development, or research work under that funding agreement,” the recipient of sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
4. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)  
Compliance with all applicable standards, orders or requirements under section 306 of the Clean Air Act (42 U.S.C.1857(h)) Clean Air and Water Certification. Vendor 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. Vendor will immediately notify the Shelby County Board of Education of the receipt of any communication indicating that any of the Vendor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.
5. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)  
The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)  
Vendors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
7. SOLID WASTE DISPOSAL ACT Section 6002 as amended by the Resource Conservation and Recovery Act  
Vendors must comply with the Solid Waste Disposal Act (Section 6002) which requires the items that will be used contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
8. Vendors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
9. RECORD RETENTION AND ACCESS CLAUSE  
The vendor agrees to maintain and retain all other documents relative to this agreement for three (3) years after final payment. The Shelby County Board of Education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

10. BUY AMERICAN STATEMENT

It is the intent of the Shelby County Board of Education to strictly adhere to the USDA's "Buy American" Provision. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the CNP Coordinator, a minimum of 3 days in advance of delivery. The request must include the:

- (1) Reason for exception: limited/lack of availability or price (include price):
  - (a) Price of the domestic food product; and
  - (b) Price of the non-domestic product that meets the required specifications of the domestic product.

Vendors should provide market news reports from AMS to document requested exceptions.

11. GEOGRAPHIC PREFERENCE (when applicable)

- a. A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied; local area defined as the State of Alabama.
- b. For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

12. HUB STATEMENT (7CFR3016.36(e))

It is the intent of the Shelby County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

13. ENERGY POLICY AND CONSERVATION ACT STATEMENT (Public Law 94-163, 89 Stat.871).

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

14. THE JESSICA LUNSFORD ACT

The Jessica Lunsford Act requires all contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds, to undergo a background check and meet level 2 screening requirements pursuant to Florida State Statute 1012.32. Effective July 2007, the law was amended providing for a few exceptions to these requirements. Additional changes were implemented, July 1, 2013, allowing for a statewide badge to be accepted by all counties. The legislation also now mandates that all Vendor/ Employees provide a copy of their I-9 as a part of their eligibility for clearance.

15. CIVIL RIGHTS STATEMENT

(Vendors providing service under this quotation, herewith, assures the Shelby County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the:

[USDA Program Discrimination Complaint Form](#), (AD-3027) found online at:

[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## XI. SPECIFICATIONS

- A. If applicable, bid prices will include all equipment, labor, material, and services necessary for and reasonably incidental to furnishing, removing old existing equipment and installing all new equipment herein specified unless otherwise noted.
- B. Bid prices will include delivery of all equipment to its location on site with all transportation charges prepaid.
- C. If applicable, bid prices will include demonstration of use by a factory representative.
- D. If bidding any alternates to specifications, vendor must provide written specifications noting any and all changes to the original specifications, and submit for approval 7 days prior to the bid opening.
- E. If applicable, it is the responsibility of the vendor to verify all installation requirements, such as: field requirements and electrical/gas requirements.



- F. The Shelby County Maintenance Department will dispose of all old existing equipment once it is delivered to the Shelby County Board of Education Maintenance Department.

## **XII. ALABAMA IMMIGRATION LAW**

- A. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act includes several sections that affect the financial operations of Alabama School boards.
- B. Effective April 1, 2012, every business entity or employer doing business in Alabama is required to enroll in E-Verify\* and follow the related federal law and regulations for verifying the employment eligibility of newly hired employees using the E-Verify program. {See Section 31-13-15(b)}

*\*If you are an out-of-state employer with NO EMPLOYEES located in the State, then registration in E-Verify is not required, but a statement to such is required.*

- C. Two other sections of the law require business entities and employers with one or more employees working in Alabama to utilize the E-Verify program for newly hired employees as a condition of a contract, grant, or incentive awarded by a public entity on or after January 1, 2012 through the competitive bidding process. {See Section 31-13-9(a) & (b) and Section 31-13-25(b)}.
- D. Alabama laws (see Title 31, Chapter 13 of the Code of Alabama 1975) require that, as a condition for the award of a contract\* by a school board to a business entity or employer with one or more employees working in Alabama; the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The vendors's E-Verify Memorandum of understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify). The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

*\*Act 2012-491 defines the term contract as, "...a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid..."*

- E. If you have not previously supplied evidence of compliance with the Alabama Immigration Law to Shelby County Schools you will need to submit evidence with your bid response through the completion of Exhibit A and any necessary attachments.

## SPECIFICATIONS

**The equipment shall be new.** Used or demonstrator equipment shall not be acceptable; except where stated in specifications.

Item 1 Food Service Automated Temperature Recorder and Data Logging System

Quantity: (1) One

Brand: As needed for other schools  
TempTaker or approved equal

Model: TT4

Food service automated recorder and data logging devices: TempTaker Model #TT4. Each device to be consistent with the detailed specifications listed in the attached documentation. Price is to include software customization specific to Shelby County and software updates. Cost should include one year of customer support. All units are to be warranted to be free from defects in workmanship for a period of one year from the date of delivery. During this time, the awarded vendor will repair or replace free of charge any defective items.

Item 2 Food Service Automated Temperature Recorder and Data Logging System

Quantity: (1) One

Brand: As needed for other schools  
TempTaker or approved equal

Model: TT5

Food service automated recorder and data logging devices: TempTaker Model #TT5. Each device to be consistent with the detailed specifications listed in the attached documentation. Price is to include software customization specific to Shelby County and software updates. Cost should include one year of customer support. All units are to be warranted to be free from defects in workmanship for a period of one year from the date of delivery. During this time, the awarded vendor will repair or replace free of charge any defective items.

Item 3 Probes, Replacement

Quantity: (1) One

Brand: As needed for other schools  
TempTaker or approved equal

Model: TI-102

Item 4 USB Cables Replacement

Quantity: (1) One  
As needed for other schools

Brand: TempTaker or approved equal

Item 5 Back Cover, Replacement

Quantity: (1) One  
As needed for other schools  
Brand: TempTaker or approved equal

Model: TI-106

Item 6 Trade in amount for old units (per unit)



# Temp-Taker 4® Specifications

Temp-Taker is the answer to automating any HACCP temperature plan. The advanced handheld delivers lightning fast temperatures and unbeilvablycustomizable options for taking, correcting, and displaying temperatures. The Temp-Take also automates checklist management making it a must-have for the kitchen.



## Mechanical Specifications:

Impact Resistance:	Tough thermoplastic polymer blend easily endures 6-ft drops onto concrete
Water Resistance	Protective coating encases internal electronics making device immune to high-humidity environments and splash resistant (IP54)
Keypad	Snaptron RK-series metal dome (rated for 5,000,000cycles)
Probe Storage	Integrated probe storage compartment protects probe shaft and tip when not in use; Easy access to compartment interior facilitates periodic cleaning
Probe Connector	Dedicated compartment protects probe connector when device is dropped or cable is pulled hard
Magnetic Attachment	Equipped with two 0.6" (15mm) diameter neodymium magnets for easy and secure attachment to flat steel surfaces
other Attachment	Integrated wall mounting and lanyard/hook holder features
Rubber Feet	4 neoprene rubber feet prevent sliding on inclined surfaces
Device Dimensions	3.8 W x 5.6 H x 1.1 D inches (97 x 142 x 28 mm) - dimensions do not include probe
Weight	0.46lb(21Og) - without probe and batteries
Display	2.8" (1.5mm) monochrome graphical LCD with 128 x 64 pixels
Operating Temp Range	-4°F to 158°F (-20°C to 70°C)

## Power:

Type	Requires 2 AA (1.5V) batteries; Accepts 4 AA (included) for extended battery life;
Battery Life	1,400 hours continuous service with 4 low-cost alkaline batteries (e.g. Energizer E91); Typical battery life: 6-9 months (using default power conservation settings)
Conservation	Configurable auto-off and automatic LCD brightness reduction features

## System Requirements for Temp-Takere Software App

Computer/processor	1 gigahertz (GHz) or faster x86-bit or x64-bit processor
Operating System	Runs on 32-bit and 64-bit versions of Microsoft Windows 10, 8.1, 8, and 7 operating systems; Also runs on Windows Embedded POSReady 2009, POSReady 7, and 8 Industry
Memory	1 gigabyte (GB) RAM
Hard Disk	2 gigabytes (GB) available
Display	800 x 600 or higher resolution monitor

## Miscellaneous

Certifications	FCC; RoHS; NIST-Traceable Factory Calibration
Communication	USB 2.0 (cable included); Data transfers at 125,000 Baud
OS Compatibility	Temp-Taker® software application runs on Windows XP, Vista, 7, 8, and 10; Also runs on Windows Embedded POSReady 2009, POSReady 7, and 8 Industry
Warranty	One year on device; 90 days on probe
Display	800 x 600 or higher resolution monitor

## Standard Probe (Included)

Type	Fast-response penetration-style K-Type probe with mini connector
Range	-58°F to 572°F (-50°C to 300°C)
Wires	Material: 304/316 Stainless Steel; Length: 4" (10cm); Diameter: 0.125" (3.2mm), reduces to 0.07" (1.8mm) near probe tip
Sheath	One year on device; 90 days on probe
Cable	PVC jacket with 0.15" (3.8mm) diameter; Coiled portion 6.5" (16cm) long in relaxed position, stretches up to 4ft (1.2m)
Handle	Delrin material 1¾" (4.4cm) long with handle-to-cable SS-spring strain relief



Corporate Office:  
2475 Palm Bay Road NE, Ste 110  
Palm Bay, FL 32905-2928  
321-676-3194

FOOD SAFETY ITDfoodsafety.com

# Temp-Taker® 5 - Full Specifications 2019-09-01

## • Temperature Sensing

Device Range	-310°F to 770°F (-190°C to 410°C)
Accuracy	±1.0°F (0.56°C) with included NIST-Traceable factory-calibrated standard probe
Units	°F or °C (user selectable)
Resolution	1°, 0.1°, or 0.01° (user selectable)
Field Calibration	Perform thermometer calibration following on-screen instructions; Restore factory calibration at any time
Probe Requirements	Accepts most K-Type thermocouple probes with standard mini connector; <b>Includes</b> high-quality penetration-style probe (see section on standard probe specs)

## • Special Device Features

Wireless Communication	Data uploads instantaneously from handheld unit to host PC via Bluetooth; Customizable settings download from host PC running Temp-Taker application to handheld unit(s) via Bluetooth
<b>Auto Temp</b>	Device detects when probe tip has been inserted into product, automatically takes temperature measurement and logs results (when appropriate)
Super-Fast Temperatures	Proprietary temperature stability-detection algorithm typically produces measurements in under 2s (with fast-response probe); Accommodates fast-response or medium probe types
False Measurement Detection	Probe-temperature monitoring algorithm detects and flags temperature measurement falsifications
Insufficient Time Lapse Detection	Background algorithm monitors the elapsed time between each In-Range food temperature measurement; Measurements that occur too quickly one after the other are flagged; This feature helps supervisors identify workers that do not clean the probe tip/shaft between each measurement

## • General Device Features

Fast Scrolling	Performs fast scrolling through long lists (20 items/second); Shortcut keys advance from first item to last item and from last item to first item
Audio/Visual Alarms	108dBA buzzer, 3-color/750mcd LED, and Blue color 450mcd LED provide audio/visual alarm notification
Timers	3 independent Timers (countdown or count up); Countdown timers can be set up to 9,999h 99m 00s; Countdown timers have reset memory with optionally enabled auto -reset; Each Timer can be assigned a custom name (e.g. "Misc.", "Half -n-Half", "2% Milk")
Spot Check Temps	Large-display/free-running digital thermometer with optionally enabled Statistics Mode which displays continuously-updating MAX/AVG/MIN temperature readings
Other	Clock mode; Event counter keeps log of current-day 's activity; 'Quick Help' messages; Memory usage info; Flip display upside-down feature (allows one-handed operation with optionally available non-cabled probe)

## • Device Memory

Type	EEPROM with >1 million write cycles and 40-year data retention (no power required)
Capacity	Stores >7,000 events before needing to upload data to Temp-Taker® software application

## + HACCP Functionality

Hot/Cold Holding	Measure/record temperatures of food in Hot/Cold Holding lines; Device automatically evaluates if the temperature is within the applicable safe zone; If the temperature is Out of Range, Corrective Options are provided; Available Features : Up to 100 custom <b>Safe Holding Zones</b> can be created; Each zone can be assigned customizable Corrective Options; Up to 40 custom <b>Corrective Options</b> can be created, each with up to 2 custom 135-character <b>User Directives</b> and the following <b>Corrective Session</b> parameters: (1) start/continue session?, (2) session duration, (3) require supervisor PIN?, and (4) require immediate data upload?; Enable one or two (back-to-back) Corrective Sessions ; Session expiration reminder alarms
Cooking	Measure/record temperatures of food undergoing Cooking; Device evaluates if the temperature is within the target range; If the temperature has not reached the required minimum, the food item's cooking process continues and the user is able to take more temperatures on the same item later on
Cooling	Support for the following food cooling processes: <b>2-stage hot-food cooling, 1-stage hot-food cooling, and room-temp food cooling</b> ; Device applies the procedure of the selected process when taking temperatures; Available Settings: Minimum start temperature for hot-food cooling, Duration and target temperatures of cooling stages, Reminder-alarm interval (for taking periodic temperatures), Re-heat and discard-item corrective options (for food not cooling down fast enough)
Time In Lieu of Temperature (TILT)	Support for <b>straight TILT</b> and <b>hybrid TILT/Holding</b> policies; Features : Configurable target temperature range required to start TILT Period; Configurable TILT Period duration; Ability to log item as 'Consumed' or 'Discarded' any time during the TILT Period; Reminder alarms can be configured to activate before each item's TILT Period expires; Optionally record additional temperature measurements <i>during</i> a food item's TILT Period
Question Checklists	Up to <b>2,000</b> different custom 135-character Questions can be downloaded to a device; Can optionally <b>branch to other Questions</b> based on answer to current question - typically used to program custom corrective options when answer (or temperature) is undesired; Questions can include audio/visual alerts, comments, and option to log or not log answer; Each question can have one of the following answer types: <ul style="list-style-type: none"> <li>• Yes/No</li> <li>• Custom single answer (select from up to 10 custom 21-character answers)</li> <li>• Custom <b>multiple</b> answers</li> <li>• <b>Temperature measurement</b> (i.e. the 'question' is answered by taking a Temp)</li> <li>• Date (e.g. Mar 18, 2016)</li> <li>• Numeric (integer or decimal) with optional custom answer units (e.g. "PPM"); Range: -32,767 to 32,767</li> </ul>

## + Programming

Programs	Up to 450 custom Programs can be downloaded to a device where each Program contains up to 40 different members; A Program member consists of one of the following : an Item (e.g. Tomato), a Question, or a Process Group; A Process Group consists of up to 250 Items or Questions; Each Item that is added to a Program (either directly or within a Process Group) is assigned a HACCP Process that determines how it is used
Items	Up to <b>2,000</b> different items can be created; Each item is given a name (up to 21 characters long) and can be associated with multiple HACCP Processes; Items associated with the Hot/Cold Holding Process can be configured to capture temperature measurements using the attached probe or via keypad entry
Users	Up to 250 different users can be created and downloaded to a device; Each user name can be up to 21 characters long; See Security specs for more user-related information

• **Settings & Data**

Settings	Software installs with sample HACCP settings that are easily customizable; A calendar-based user interface is available to facilitate <i>periodic</i> changes on recurring food menus; custom installers can be created for restaurant chains sharing the same settings, providing plug-n-play functionality
Data	Handheld device generates and stores event data (e.g. temperature measurements and answers to checklist questions); data is uploaded instantaneously (assuming Bluetooth connection) to a tablet, laptop, or PC running the Temp-Taker ® application; Software displays up to <b>21 data fields</b> for each logged event, including: Unique Event ID, Event#, Seq #, Unit Serial Number, Unit Name, User, Program Group, Program, Process Group, Question (full), Item/Question (name), Date, Time, Answer (full), Outcome, Temperature Measurement, Target Temperature, Temperature Difference, Zone Name, Comment, and Verified By; All data fields, except Comment and Verified By, are non-modifiable
Reporting	Data reports are generated in spreadsheet format; Show/hide and reposition any data column; <b>Related events are automatically grouped together</b> and in the correct sequence (even if other events were logged within the same time frame); Configure up to 10 data filters simultaneously; <b>Create up to 50 custom report tabs</b> ; Print or export reports in PDF, CSV, or XML formats
Headquarter Control	Update device settings at satellite locations (e.g. a restaurant chain) using <b>Auto Import</b> ; Receive data reports automatically from satellite locations using <b>Auto Report</b> ; Auto Import and Auto Report features require <b>NO MONTHLY FEES</b> ; Usage requires a local network or cloud storage folder (e.g. Google Drive, OneDrive, or DropBox)
Updates	Software and device firmware updates are received automatically via the Internet
Security	Security features can be enabled/disabled at any time; Users can be assigned 1 of 3 security access levels: Admin (full access), Supervisor (configurable access), or User (lowest); When security features are enabled, each user creates a <b>4-digit PIN</b> during first login; Logging into the software application grants access according to the user's assigned security level; Temp-Taker® devices have the following optionally enabled security PIN features: Require users to log in with their PIN when taking temps, require a supervisor PIN to be entered before gaining access to certain device settings (e.g. performing a probe calibration), and require supervisor PIN to be entered for select custom corrective options (e.g. discarding food); Important security-related events (e.g. resetting a user PIN) are automatically logged

• **Mechanical**

Impact Resistance	Tough thermoplastic polymer blend easily <b>endures 6-ft drops</b> onto concrete
Water Resistance	Protective coating encases internal electronics making device immune to high-humidity environments and splash resistant (IP54)
Keypad	Snaptron RK-series metal dome (rated for 5,000,000 cycles)
Probe Storage	Integrated probe storage compartment protects probe shaft and tip when not in use; <b>Easy access to compartment interior</b> facilitates periodic cleaning
Probe Connector	Compartment protects probe connector when device is dropped or cable is pulled hard
Magnetic Attachment	Equipped with two 0.6" (15mm) diameter neodymium magnets for easy and secure attachment to flat steel surfaces
Other Attachment	Integrated wall mounting and lanyard/hook holder features
Rubber Feet	4 neoprene rubber feet prevent sliding on inclined surfaces
Device Dimensions	3.8 <b>W</b> x 5.6 H x 1.1 D inches (97 x 142 x 28 mm) - dimensions do not include probe
Weight	0.46lb (210g) - without probe and batteries
Display	2.8" (1.5mm) monochrome graphical LCD with 128 x 64 pixels
Operating Temp Range	-4°F to 158°F (-20°C to 70°( )

• **Power**

Type	Requires 2 AA (1.5V) batteries; Accepts 4 AA (included) for extended battery life
Power Conservation	Configurable auto-off and automatic LCD brightness reduction features

• **System Requirements for Temp-Taker® Software Application**

Computer/processor	1 GHz or faster x86-bit or x64-bit processor
Operating System	Windows 10 - Version 1709 (Build 16299) or higher
Memory	Minimum of 2 GB RAM
Hard Disk	Minimum of 4 GB available
Display	800 x 600 or higher resolution monitor
Bluetooth Radio	Bluetooth v4.0 or higher - integrated Bluetooth adapter or USB/Bluetooth dongle

• **Bluetooth Radio**

SIG Specification	vs. a BLE Core Specification - backward compatible down to v4.0
Transceiver Certifications	FCC, ISED, CE, KCC, NCC and SRRC
Range	Up to 50 meters
ISM Band	2.402 to 2.480 GHz Operation
Channels	0-39
RX Sensitivity	-90 dBm
TX Power	0dBm

• **Miscellaneous**

Unit Certifications	FCC; RoHS; NIST-Traceable Factory Calibration
Warranty	One year on device; 90 days on probe

• **Included Standard Probe**

Type	Fast-response penetration-style K-Type probe with mini connector
Range	-58°F to 572°F (-50°C to 300°C)
Wires	Precision thermocouple wires with SPECIAL LIMITS OF ERROR
Sheath	Material: 304/316 Stainless Steel; Length: 4" (10cm); Diameter: 0.125" (3.2mm), reduces to 0.07" (1.8mm) near probe tip
Cable	PVC jacket with 0.15" (3.8mm) diameter; Coiled portion 6.5" (16cm) long in relaxed position, stretches up to 4ft (1.2m)
Handle	Delrin material 1¾" (4.4cm) long with handle-to-cable SS-spring strain relief

**SHELBY COUNTY BOARD OF EDUCATION**

**Bid Summary Page**

**BID # 21-09**

**CNP Automated Temp Recorder**

THE UNDERSIGNED OFFERS THESE PRICES, TERMS, AND DELIVERY AS PER BID SPECIFICATIONS. BY SIGNING THIS FORM, HE/SHE SWEARS/AFFIRMS THAT HE/SHE HAS NOT BEEN A PARTY TO AGREEMENTS OR COLLUSION THAT WOULD RESTRAIN COMPETITION.

**Item 1: Automated Temp Recorder TT4** \$ \_\_\_\_\_  
**Item 2: Automated Temp Recorder TT5** \$ \_\_\_\_\_  
**Item 3: Probes TI-102, Replacement** \$ \_\_\_\_\_  
**Item 4: USB Cables, Replacement** \$ \_\_\_\_\_  
**Item 5: Back Cover, Replacement TI-106** \$ \_\_\_\_\_  
**Item 6: Trade in value for old unit** \$ \_\_\_\_\_

**TOTAL BID** \$ \_\_\_\_\_

Days for delivery: \_\_\_\_\_ Bid bond not required on this bid. See Section VI

<b>Company Submitting Bid:</b>	
<b>Complete Mailing Address:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Website:</b>	<b>Email:</b>
<b>Tax ID Number:</b>	

**Certificate of Independent Price Determination**

In all respects, I certify this bid is made without prior understanding, agreement, or connection with any other company or person and I have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify that I am authorized to sign the ITB for the company submitting it.

Officer's Authorized Signature	Print Officer's Name and Title

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

This \_\_\_\_\_ Day of \_\_\_\_\_, 2021      Notary Public Signature: \_\_\_\_\_

**THIS BID MUST BE NOTARIZED.**

<b>THIS IS YOUR CONTRACT WITH THE SHELBY COUNTY BOARD OF EDUCATION.</b> <b>The Superintendent hereby executes this bid.</b>	
Superintendent of Education	Date



## CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that firm being represented is authorized to do business in the State of Alabama, and hereby that he or she has examined and fully comprehends the requirements of and specifications for the Shelby County Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

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

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

CITY, STATE, ZIP: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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## DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must have obtained prior approval and fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer those samples accompanying the bid meet all specifications.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THE ENCLOSED DEVIATION FORM.  
FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

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

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

SIGNED: \_\_\_\_\_

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

CERTIFICATION REGARDING LOBBYING

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 of Lobbying Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance
The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\*APPLICANT'S ORGANIZATION
\*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
PREFIX [ ] \*FIRST NAME: [ ] MIDDLE NAME: [ ]
\*LAST NAME: [ ] PREFIX: [ ]
\*TITLE: [ ]
\*SIGNATURE: [ ] \*DATE: [ ]

# Non-Collusion Affidavit

I, \_\_\_\_\_ an authorized agent/representative of \_\_\_\_\_ attest that the Invitation to Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Invitation to Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to: BY \_\_\_\_\_  
 Authorized Signature of Bidder

\_\_\_\_\_  
 Printed Name of Bidder

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Signature of Notary

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

My Commission expires: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspensions, 34 C.F.R. Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such Prospective participant shall attach an explanation to this proposal.

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

\_\_\_\_\_  
Signature Date

**INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## ALABAMA IMMIGRATION LAW COMPLIANCE NOTIFICATION

All Vendors wishing to submit bids must be able to provide the Shelby County School System with evidence of their compliance with the Alabama Immigration Law as described in Section IX of this bid.

Please respond to the following and submit this form with your bid.

I have read and understand the expectations for materials which will demonstrate compliance with the \_\_\_\_\_ Alabama Immigration Law.

I understand that any award is contingent upon receipt of all materials necessary that demonstrate \_\_\_\_\_ compliance.

This company has no operations or employees within the state of Alabama, therefore the Alabama Immigration Law requirements do not apply. However, should this company be awarded this contract and should this company later employ individuals in the state of Alabama, this company will comply with and \_\_\_\_\_ submit all necessary documentation for compliance with this law.

Or

This company has already submitted all necessary documents to the Shelby County School System \_\_\_\_\_ Accounting Department which verify compliance with the Alabama Immigration Law.

Or

This company meets the requirements for compliance with the Alabama Immigration Law and has included \_\_\_\_\_ the necessary materials within this bid response.

Company: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name (Print or type): \_\_\_\_\_

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

Signature: \_\_\_\_\_

**Failure to properly execute the above exhibit must be considered grounds for rejecting this bid.**

CNP Bid #21-09 was mailed to the following vendors:

1. Bresco 205-252-0076  
2428 6<sup>th</sup> Avenue South [gtobia@brescoinc.com](mailto:gtobia@brescoinc.com)  
Birmingham, AL 35233 fax 323-8630
2. Innovative Technologies by Design  
4680 Lipscomb Street NE  
Suite 1  
Palm Bay, FL 32905
3. Birmingham Minority Business Opportunity 205-254-2774  
Attn: Andrew Mayo [andy.mayo@birminghamal.gov](mailto:andy.mayo@birminghamal.gov)  
3<sup>rd</sup> Floor City Hall  
710 North 20<sup>th</sup> Street  
Birmingham, AL 35203
4. Mobile Fixture 251 342-0455/800-345-6458  
1155 Montlimar Drive 251-342-2497 fax  
Mobile, AL 36609 [wendy.riddick@mobilefixture.com](mailto:wendy.riddick@mobilefixture.com)
5. Hawk, Inc. 334-271-1150  
P. O. Box 241247 fax 334-271-4294  
Montgomery, AL 36124-1247 [joshubbs@hawkinc.com](mailto:joshubbs@hawkinc.com)