

**Invitation for Bid**  
**Combi Oven (Single)**  
**Combi Oven (Double)**  
**Tilting Skillet Braising Pan**  
**Cook and Hold Pass-Through Oven**  
**Serving Lines**



**Haywood County Schools**  
**Department of Nutrition**  
900 East Main Street  
Brownsville, Tennessee 38012  
Telephone # 731-772-9613 ext. 2490  
E-mail: [denita.baxter@hcsk12.net](mailto:denita.baxter@hcsk12.net)

**This institution is an equal opportunity provider.**

# Cover Letter

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November 7, 2022

Dear Invited Proposer:

The Haywood County Schools District (HCS) Department of Nutrition is soliciting bids from qualified vendors for a single combi oven at Haywood Middle School, a double stacked combi oven at Haywood High School, a tilting skillet braising pan at Haywood Elementary School, a cook and hold pass through oven for Anderson Early Childhood Center, and two serving lines for Haywood High School. The objective of this bid is to locate source options that will provide quality commercial grade appliances for the best overall value. References are required.

Bid pricing must include all delivery, assembly and complete installation.

**Bids are due January 16, 2023 by 12:00 p.m.**

Please include ***HCS Equipment Bid*** as the reference.

**Bids may be hand delivered, mailed, or emailed to:**

Haywood County Schools

Department of Nutrition

900 East Main Street

Brownsville, Tennessee 38012

ATTN: Denita Baxter

[denita.baxter@hcsk12.net](mailto:denita.baxter@hcsk12.net)

# Haywood County Schools

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## Items will be delivered to:

- **Anderson Early Childhood Center (AECC)**

620 W. Main Street

Brownsville, Tennessee 38012

- **Haywood Elementary School (HES)**

313 North Grand Ave

Brownsville, TN 38012

- **Haywood Middle School (HMS)**

1201 Haralson

Brownsville, TN 38012

- **Haywood High School (HHS)**

1175 East College Street

Brownsville, TN 38012



# Haywood County Schools

## General Terms and Conditions

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1. Vendors may bid on all or part of the equipment. If bidding on multiple items, bids must be separated.
2. No awards of any kind will be made at the bid opening. A copy of the bid tabulations and/or the awards will be available upon request after the bid has been awarded.
3. Bid pricing must be submitted based on the equipment being delivered inside the building, any and all assembly completed, and installed.
4. For vendor site visit, contact Denita Baxter at (731) 772-9613 or by email to [denita.baxter@hcsk12.net](mailto:denita.baxter@hcsk12.net). While a site visit is not mandatory, no additional charges shall be allowed for lack of information. Failure to visit the site or failure to examine any and all bid documents prior to submitting a bid will in no way relieve the successful bidder from the necessity of furnishing, without additional cost to HCS, any materials or equipment or performing any work that may be required to complete the work in accordance with the specifications.
5. Vendor is responsible for making sure the location for installation is wired or plumbed correctly for the new equipment. The HCS School Nutrition Department will be responsible for any maintenance work that will have to be completed before installation.
6. Bid submitted must include any and all freight and handling cost. Haywood County Schools will pay no additional charges.
7. The bidder and manufacturer representatives are responsible for handling any problems with products supplied and for providing any necessary instruction on use and upkeep. They must provide complete warranty documentation for all products.
8. If an article of particular make or trade name is specified, it is meant to establish a quality standard and is not intended to eliminate competing articles of equal quality. Bidders are at liberty to quote on substitutions provided complete specifications are included with the bid. Vendor is also required to describe all exceptions to the specifications and include color photo. The URL for the manufacturer website for the product listed must be provided. If no substitutions are indicated, it will be assumed the quote is based on the specifications provided by HCS. HCS reserves the right to accept a higher bid on items where the lower bidder does not meet specifications.
9. Bid prices must include all packing, transportation, insurance, set-up, instruction and operation manual charges. Equipment is to be installed at the schools indicated above. Appliance must be demonstrated to be in operating condition, and approved by HCS Director of Nutrition. All debris must be removed from premises and properly disposed of by the contractor. Upon installation all operating instructions, operating and maintenance manuals, must be furnished to HCS cafeteria manager.



10. The successful bidder or an authorized representative must be present to accept delivery at the job site of all equipment and material shipments that are part of the contract. It shall be the contractor's responsibility to assume all liability for any equipment or materials delivered to the job site. Delivery of any equipment or materials any day 'before' work will proceed must be coordinated with the HCS Department of Nutrition.
11. Failure to bid FOB Destination Freight Included and Installed will disqualify your bid.
12. A one-year warranty for defective workmanship and/or replacement of defective products/materials of the contract is required in addition to any warranties provided automatically by the manufacturers of the products/materials. Provide documentation of manufacturers' warranties to the Cafeteria Manager.
13. The bidder, by submitting a bid, certifies that to the best of their knowledge, neither they nor any of their suppliers discriminate against any employee or applicant for employment because of any protected class as defined by federal Equal Employment Opportunity regulations.
14. Vendor must provide proof that vendor is insured and bonded.
15. Vendor must provide references which include school district, contact persons and numbers for similar jobs they have done.
16. Late bids shall not be accepted.
17. Haywood County Schools has the right to award the entire bid to one vendor or to separate the bid and order by line item. Haywood County Schools reserves the right to order additional quantities or reduce amounts as needed to meet each school's needs. Haywood County Schools reserves the right to reject any or all bids to best meet the needs of the school district.
18. It shall be the sole responsibility of the bidder to make certain that all proposals are in the proper form and submitted by 12:00 p.m., January 16, 2023 to the Haywood County Department of Education, at the attention of Denita Baxter, Director of Nutrition, 900 East Main Street, Brownsville, Tennessee 38012 or emailed to [denita.baxter@hcsk12.net](mailto:denita.baxter@hcsk12.net). All bids should reference "HCS Equipment Bid" on envelope or in subject line.
19. Proposals will be opened on January 16, 2023 at 1:00 pm. Consideration will be given to all proposals that are properly submitted. Proposals will be examined for compliance with the specifications and conditions outlined in this document.
20. The awarded vendor will be contacted via email no later than January 18, 2023. All other bidders will be notified in writing of the bid award within ten days of the bid opening.

21. **BID DISPUTE**

If a prospective vendor does not agree with the bid award, the vendor has the right to protest. Disputes arising from the award of this bid must be submitted in writing to Deborah Byrum, bookkeeper for Haywood County Schools' Department of Nutrition no later than ten calendar days following the bid award. Deborah Byrum will disclose the dispute to the Tennessee State Department of Education's School Nutrition Office and to Mr. Art Garrett, interim superintendent of Haywood County Schools. The steps for dispute resolution are as follows:

- a. A meeting with the director of school nutrition for Haywood County Schools, another representative from Haywood County Schools, the hearing official and representatives from the disputing party will be held to discuss and resolve the complaint will be scheduled within fifteen days of the protest.

- b. All purchases from awarded vendor will be put on hold until the resolution of the dispute.
- c. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted to the protestor and all parties involved. The decision letter will be mailed to the protestor with proof of delivery required. The letter will advise the protestor that he/she has a right to an additional review. An additional request must be written and addressed to the district school board no later than ten days from proof of delivery.

## 22. TERMINATION OF CONTRACT

### a. For Cause

If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the Haywood County School District shall have the right to terminate the contract and withhold payment in excess of fair compensation for completed services. Vendors with poor performance will be notified at the time of such performance and be given the opportunity to correct the problems. Documentation will be kept on file. Any vendor with poor performance will be removed from the potential vendor list for one year.

In the event the contract is terminated for due cause by Haywood County Schools, Haywood County Schools shall have the option of awarding the contract to the vendor with the second highest score or bidding again.

### b. For Convenience

Haywood County Schools may, by written notice to the vendor, terminate the contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Haywood County Schools. Haywood County Schools must give notice of termination to the vendor at least five days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Haywood County Schools be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

## 23. RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three years after final payment and all other documents relative to this agreement for three years after final payment and all pending matters are closed.



Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, the Government Accountability Office, The United States Department of Education's Office of Inspector General, and/or Comptroller General may have access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

**24. METHOD OF PAYMENT AND PRICING INFORMATION**

- a. Prices- All prices shall remain 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 his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- c. All bid prices must include charges for packing and transporting to the individual school listed at the addresses on the attached sheet.
- d. Prices will not include Federal Excise Tax or State Sales Tax.
- e. Haywood County Schools will make payment within thirty days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the school representative.
- f. Invoicing
  - i. Invoices, at minimum, shall consist of the following information:
    1. Delivery location
    2. Item description and cost
    3. Extended cost for total quantity purchased
    4. Total cost of all products purchased
  - ii. Monthly statements will be broken down by school invoice and mailed to:

**Haywood County Schools Board of Education**

**c/o Department of Nutrition**

**900 East Main Street**

**Brownsville, Tennessee 38012**



## 25. REGULATION COMPLIANCE

- Executive Order 11246, "Equal Employment Opportunity". All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented in Department of Labor regulations (41 CFR, Part 60).
- Executive Order 11738, "Clean Air and Clean Water Acts". All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection agency regulations.
- (PL 94-163, 89 Statute 871) (PL94-165). Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act.
- Small and Minority Owned Business: To encourage business activity and ensure maximum full and open competition, efforts are taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
- CFR Part 3018, Restrictions on Lobbying. A Certificate of Lobbying form must be signed for all contracts over \$100,000.
- 7 CFR Part 3017, Suspension and Debarment. All contracts in excess of \$25,000.00 will require a completed Certificate for Debarment and Suspension.
- 7 CFR 3016.60, Drafting of Bid Specifications: Any person that develops or drafts specifications, requirements, statements of work, invitations for bid, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under school nutrition programs must be excluded from competing for such procurements.
- 7 CFR 3016.4(b), 3016.36(c) (2), Local Geographical Preferences: Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.

## 26. CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration for contracts supported by Haywood County Schools or by the School Food and Nutrition Program Funds.

1. No employee, officer or agent of Haywood County School Food authorities shall participate in the selection or in the award or

administration of a contract supported by program 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 the immediate family
  - His or her partner
  - An organization which employs or is about to employ one of the above.
2. The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.
  3. Penalties for violation of the code of conduct of said named school nutrition program shall be:
    - Reprimand by Board of Education;
    - Dismissal by Board of Education;
    - Any legal action deemed necessary.
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# Specifications

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## Heat and Hold Pass Through Oven, Electric (AECC)

Cook & Hold Oven, electric, low-temperature, two compartments, 120 lb. capacity each - (4) full-size pans per cavity, simple controller with timer, heavy-duty stainless steel, 5" casters; 2 rigid, 2 swivel with brakes, EcoSmart®, cULus, NSF, CE, IPX3, TUV NORD.

**Electrical:** 208-240v/60/1-ph, 22.2-28.9 amps, 5.3-6.0 kW (no cord or plug). School is responsible for the electrical connection for the oven. Dealer is responsible for the cord and plug for the oven and should coordinate with school maintenance staff.

**Features:** Unit to be manufactured as a **pass thru unit** and have shelves in lieu of slides. Unit should have 8 shelves per compartment.

Dealer to deliver, set in place and make all final connections. Dealer should provide the cord for the oven. School is responsible for the electrical connection for the oven. Unit to be demonstrated by a certified representative.

\*\*Vendors must provide items comparable to items specified.\*\*

Product Specification Sheets must be included with proposal.

## Combi Oven (1, HMS)

Provide one (1) Alto-Shaam Combitherm® CT PROformance™ counter-top model CTP7-20G boiler-free gas CombiOven or equal designed with EcoSmart® technology for reduced energy and water consumption. Includes operational modes for steam, convection, a combination of steam and convection heat, and retherm. Oven is to be constructed of 18-gauge stainless steel interior cavity. Oven includes an attached retractable hand shower spray hose with safety shutoff interlock system and a backflow preventer. PROtouch™ control features include a cool-down function, automatic cleaning function, recipe programming, three power levels, 0-100% humidity levels, auto-reversing fan with five (5) fan speeds, multi-shelf timers, and sleep mode. Oven includes USB port, HACCP data access, and four (4) adjustable stainless steel legs. Each oven is to accommodate up to seven (7) full-size sheet pans or fourteen (14) full-size hotel pans (GN 1/1), include standard right-hand door hinging, seven (7) non-tilt support rails, and four (4) stainless steel shelves. Unit should include (8) perforated sheet pans, one (1) Terry water filter model TCSYS110NP (no substitutions), one (1) install kits (5026980). Unit to have one (1) Stand (5016083). Unit to have a two (2) year warranty on all parts and labor. STANDARD FEATURES should include the following:



- PROtouch™ control provides a simple and intuitive touch screen interface, large screen display and icons that are easy to use and identify.

- Four cooking modes:

  - Steam - 85°F to 250°F (30°C to 120°C)

  - Convection - 85°F to 575°F (30°C to 300°C)

  - Combination - 212°F to 575°F (100°C to 300°C)

  - Retherm - 245°F to 320°F (120°C to 160°C)

- Access an unlimited number of programmed titled recipes that you've customized, marked as favorites, or placed into category folders.

- Removable, single-point, quick-connect, core temperature product probe.

- Three power levels: reduced power to reduce kitchen power peaks, eco mode for optimal oven efficiency, and PROpower™ – an accelerated turbo power for an instant boost of heat or quick heat recovery.

- Absolute Humidity Control™ (AHC) provides 0 - 100% humidity levels allowing more control over the ideal cooking environment and product finish.

- Auto-reversing fan with five different fan speeds expands cooking

- Moisture injection feature provides perfect sheen and crust on breads and pastry items.

- Auto-detect USB for HACCP data access, Recipe Management, and software updates.

- Multi-shelf timers can be labeled by product name and programmed in hours, minutes and seconds

- Sleep mode can be used to save valuable time by eliminating the need to power down and restart.

Dealer to deliver and make all final connections based on the current Alto-Shaam installation guidelines. Dealer to remove existing equipment if requested by the school. Drain should be 1 1/2" Copper with 2" double air gap for each unit. Dealer should visit site prior to bidding to verify all utilities and entry location for the unit (including accessing water quality). School is responsible for the new water line and electrical if needed (pressure should be 30 to 90 PSI). School to run new drain line and install new door in the cafeteria for the combi.

**\*\*Vendors must provide items comparable to items specified\*\***

**Product Specification Sheets must be included with proposal.**

### **Combi Oven (2, HHS)**

Provide two (2) Alto-Shaam Combitherm® CT PROformance™ counter-top model CTP7-20G stacked boiler-free gas CombiOven or equal designed with EcoSmart® technology for reduced energy and water consumption. Includes operational modes for steam, convection, a combination of steam and convection heat, and retherm. Oven is to be constructed of 18 gauge stainless steel interior cavity. Oven includes an attached retractable hand shower spray hose with safety shutoff interlock system and a backflow preventer. PROtouch™ control features includes a cool-down function, automatic cleaning function, recipe programming, three power levels, 0-100% humidity levels, auto-reversing fan with five (5) fan speeds, multi-shelf timers, and sleep mode. Oven includes USB port, HACCP data access, and four (4) adjustable stainless steel legs. Each oven is to accommodate up to seven (7) full-size sheet pans or fourteen (14) full-size hotel pans (GN 1/1), include standard right-hand door hinging, seven (7) non-tilt support rails, and four (4) stainless steel shelves. Unit should include (16) perforated sheet pans, one (1) Terry water filter model TCSYS220NP (no substitutions), two (2) install kits(5026980). Unit to have one(1)stacking kit 5016707 . Unit to have a two (2) year warranty on all parts and labor. STANDARD FEATURES should include the following:

- PROtouch™ control provides a simple and intuitive touch screen interface, large screen display and icons that are easy to use and identify.
- Four cooking modes:
  - Steam - 85°F to 250°F (30°C to 120°C)
  - Convection - 85°F to 575°F (30°C to 300°C)
  - Combination - 212°F to 575°F (100°C to 300°C)
  - Retherm - 245°F to 320°F (120°C to 160°C)
- Access an unlimited number of programmed titled recipes that you've customized, marked as favorites, or placed into category folders.
- Removable, single-point, quick-connect, core temperature product probe.
- Three power levels: reduced power to reduce kitchen power peaks, eco mode for optimal oven efficiency, and PROpower™ – an accelerated turbo power for an instant boost of heat or quick heat recovery.



- Absolute Humidity Control™ (AHC) provides 0 - 100% humidity levels allowing more control over the ideal cooking environment and product finish.
- Auto-reversing fan with five different fan speeds expands cooking
- Moisture injection feature provides perfect sheen and crust on breads and pastry items.
- Auto-detect USB for HACCP data access, Recipe Management, and software updates.
- Multi-shelf timers can be labeled by product name and programmed in hours, minutes and seconds
- Sleep mode can be used to save valuable time by eliminating the need to power down and restart.

Dealer to deliver and make all final connections based on the current Alto-Shaam installation guidelines. Dealer to remove existing equipment if requested by the school. Drain should be 1 1/2" Copper with 2" double air gap for each unit. Dealer should visit site prior to bidding to verify all utilities and entry location for the unit (including accessing water quality). School is responsible for the new water line and electrical if needed (pressure should be 30 to 90 PSI).

**\*\*Vendors must provide items comparable to items specified\*\***

**Product Specification Sheets must be included with proposal.**



## **Serving Lines (HHS)**

Serving Line – Two (2) required –Serving line to be 35”H on casters. Each unit to have a 14-gauge stainless steel top. Base to be open (no doors) with stainless steel liners and a stainless-steel shelf. All heating elements to be removable from the front without removing the top for easy service. One unit to work from right to left. One unit to work from left to right.

Item 1- Hot Food Table-Two (2) required -Unit to be 72” long and 30” deep. Unit to have SS exterior. Unit to have an 8-inch work board on worker side. Work board to be at least 72”. Unit to have an inverted tray slide on customer side. Line to have a single sided buffet shield. Unit to have an over structure housing LED lights and to be centered above hot wells.

Item 2- Cold Food Table- Two (2) required –Cold pan to be recessed. Unit to be 30” D x 60” L. Unit to have SS exterior. Line to have an inverted tray slide on customer side. Unit to have a stainless steel work board on worker side of 60”. Unit to have a double tier glass over shelf. Over shelf to be centered over cold pan. Over shelf to have LED lights.

Item 3- Cashier Stand- Two (2) required- Unit to be 30” L x 30” D.

Unit to be SS exterior. Unit to be prewired with electrical outlet mounted in unit for cashier computer. Unit to have an inverted tray slide on customer side. Unit to have cord and plug.

Dealer to remove existing serving lines at customer request. Dealer to make site visit to ensure all proper electrical work is available. Dealer to deliver and set new serving lines in place. School is responsible for all final connections. School is responsible for any electrical work.

**\*\*Vendors must provide items comparable to items specified\*\***

**Product Specification Sheets must be included with proposal.**

### **Tilting Skillet Braising Pan (HES)**

- Braising Pan, gas, 40-gallon capacity, 10" deep pan, 38" pan height
- IPX6 water rated electronic Classic controls, manual tilt, standard etch marks, faucet bracket, round tubular open leg base, stainless steel construction, bullet feet, electric spark ignition, 144,000 BTU/hr, cCSAus, NSF, IPX6
- (1) year parts & labor, (10) year pan warranty standard
- 115v/60/1-ph, 5.0 amps standard
- Gas type to be specified
- ELEVO-2000 For elevation between 0 and 2000 (When order is placed, all equipment with elevation specified will be assigned a different Part# by the factory)
- 2" Tangent draw-off with perforated strainer
- Z091869 Faucet, single pantry, with swing spout

**\*\*Vendors must provide items comparable to items specified\*\***

**Product Specification Sheets must be included with proposal.**

If you find discrepancies or omissions in this ITB or if the intended meaning of any part of this ITB is unclear or in doubt, send a request for clarification via e-mail to [denita.baxter@hcsk12.net](mailto:denita.baxter@hcsk12.net).

# Vendor Contact Information

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone #	
Email Address	
Website URL	



# Bid Requirements

- Must submit a complete response to this IFB.
  - Bids must be signed by an official authorized to bind the firm to its provisions.
  - Bids must include a statement as to the period during which the bid remains valid.
  - Bids must include a schedule of services based on the best estimate of delivery.
  - Bids must include specification and quote sheets.
  - Bids must include all warranty information.
  - Bids must include Contact Persons.
  - Bids must include insurance certificates.
  - Bids must include at least three references with contact names and phone numbers.  
References from educational institutions are preferred.
  - Bids must include completed Certification regarding Debarment, etc.
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## Bid Pricing:

Unless items are specifically excluded in Proposal, Haywood County Schools shall deem the proposal complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

Description	Brand	Model #	Total Bid Price \$
Cook & Hold Oven			
Combi Oven (1)			
Combi Oven (2)			
Tilting Skillet			
Serving Lines			

What is your anticipated delivery and install date?

Cook & Hold Oven \_\_\_\_\_

Combi Oven (1) \_\_\_\_\_

Combi Oven (2) \_\_\_\_\_

Tilting Skillet \_\_\_\_\_

Serving Lines \_\_\_\_\_

Product literature is included? Yes \_\_\_\_\_ No \_\_\_\_\_

Warranty information is included? Yes \_\_\_\_\_ No \_\_\_\_\_

Authorized Signature of Bidder: (This form must be signed by an individual with actual authority to bind the company.)

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Signature

Date



Company Type (check one):

Sole Proprietorship    Partnership    Corporation    Joint Venture

Bidder attests that:

He/she has thoroughly reviewed the ITB and that this response is submitted in accordance with the ITB requirements.

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

Federal ID #1: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

Witness's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048  
Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, 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;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*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 responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) 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.*



### *Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this 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 or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered 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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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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).

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