

**ELMORE COUNTY PUBLIC SCHOOLS
CHILD NUTRITION PROGRAM
100 H. H. ROBISON DRIVE
WETUMPKA, ALABAMA 36092
INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGMENT**

POSTING DATE:

April 1, 2024

PURCHASING CONTACT & TELEPHONE:

Jody Little (334) 567-1222

Jody.little@elmoreco.com

BID TITLE:

Supplemental Grocery & Supply Bid

BID NUMBER:

CN-24001

BID OPENING DATE & TIME **Monday, April 15, 2024 9:00 AM CST**

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

The Elmore County Public Schools, Child Nutrition Program of Elmore County, Alabama and the Autauga County Public Schools, Child Nutrition Program of Autauga County solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received at Elmore County Board of Education, Child Nutrition Program Office at 100 H. H. Robison Drive, Wetumpka, Alabama 36092, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District(s) is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID?

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE BIDDER TO RETURN ALL PAGES OF THE ENTIRE BID PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE BID IS NONRESPONSIVE.

AUTHORIZED SIGNATURE:

TITLE:

INVITATION TO BID NO. BID # CN-24001

Supplemental Groceries & Supplies

The public school districts of Elmore County and Autauga County soliciting bids for supplemental groceries and supplies.

Sealed Bids are due on or before Monday, April 15, 2024 at 9:00 am. Bids will be opened at 9:00 am on that date at the Elmore County Board of Education, Child Nutrition Program, at 100 H. H. Robison Drive, Wetumpka, AL 36092.

If there are any questions concerning the bid, please contact Jody Little, CNP Purchasing Clerk, Child Nutrition Program at jody.little@elmoreco.com or 334.567.1222.

Vendors shall bid:

Supplemental Groceries & Supplies for: **Elmore County Public Schools and Autauga County Public Schools**

Bidders must submit the entire bid packet including:

- a) Bidder's Acknowledgment
- b) Immigration Law Compliance Form
- c) E-Verify Documents
- d) Drug Free Workplace Form
- e) Proposal Form
- f) Bid & Specification Form
- g) Bid Submission Form
- h) Required Federal Provisions for Procurement in CNP
- i) Certification Regarding Debarment
- j) Owner Disclosure Certificate
- k) Non-Collusion Certificate
- l) W-9
- m) Proof of Insurance

BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

General Information

- a) These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Elmore County Board of Education, Child Nutrition Programs' "BID SHEET" form, and shall govern the selections of the items listed.
- b) All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request.
- c) The participating District(s) may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service,

and experience are among the factors that may be considered in determining the responsive/responsible bidder.

- d) In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive and their bid bond/check (if required) will be forfeited to Participating District(s). After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- e) Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- f) Vendors are not required to submit bids for all bid items. It is the intent of the Participating District(s) to award the bid for each line item to the vendor with the lowest price when the low price is for a product on the approved list or where an alternate product is bid, was tested and approved by the district(s) upon receipt of samples as detailed in this solicitation. The District(s) reserves the right to reject any bid with a minimum shipment requirement; therefore, low bids with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District(s). Products approved prior to posting of this bid are listed in the Specifications and Pricing Section. The Board reserves the right to award the bid in any manner, which will best serve the interest of the participating District(s).
- g) Alternate bid: The participating District(s) shall have sole discretion in accepting or rejecting any alternate product offered.
- h) **ALTERNATE PRODUCTS:** The District(s) pre-approves products in student taste tests prior to bid evaluation. Offering any product not listed as approved in this document is an alternate bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District(s) in the time and manner stated within this document. The District(s) shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/ or more expensive items, vendors may send detailed specifications, including but not limited to, photos or drawings and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Purchasing Clerk listed in this document.
- i) **BUY AMERICAN ACT:** Except in those instances where certain food items are not commercially available from production within the United States, no food items covered by this solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor's label. Food products should be 100% domestically grown and processed.
- j) **INSPECTIONS:** All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and the Meat Inspection Act and the Poultry Products Inspection in effect at the time of delivery.
- k) All districts are exempt from all tax. Tax exempt certificates will be provided by each district after awarding of the bid. This statement is no way to be construed as relieving the seller or contractor from their tax obligation.
- l) Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the

outside of deliverer's envelope. Failure to do so may cause the bid to be inadvertently opened and thus rejected.

- m) Discrimination on the basis of sex, race, age, religious belief, disability, national origin, or ethnic group is prohibited in all procurement activities of the Participating District(s).
- n) Participating District(s) encourages contractors and suppliers to utilize minority business enterprises when providing goods and/or services. Minority business enterprises are those businesses controlled by individuals who are members of a minority group and include African Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- o) **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as nonresponsive and retained by the District(s). Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first.
- p) **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to the Elmore County Child Nutrition Warehouse at 73868 Tallassee Highway, Wetumpka, Alabama 36092 or specified school addresses, to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Alabama Sales taxes.
- q) The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices must be mailed on the day of shipment.
- r) **INSPECTIONS AND TESTING:** The School District(s) will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District(s) may have because of the use of defective or unsatisfactory goods or work.
- s) **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Alabama. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Elmore County, Alabama. The parties hereby waive venue in any other forum.
- t) **CONFLICT OF INTEREST:** All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District(s) and/or is an employee of the School District(s) and owns, directly or indirectly, an interest of five percent or more of the company.
- u) **TERMINATION: DEFAULT:** The School District(s) may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances,

hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

- v) **CONVENIENCE.** The School District(s) may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District(s) sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District(s) and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District(s) responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.

- w) **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District(s), and unless indicated elsewhere, no Bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District(s) reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District(s) in tort or law.

- x) **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District(s) in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District(s) reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District(s) has sole discretion in determining testing and evaluation methods. The School District(s) may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Alabama.

- y) **CLARIFICATIONS AND INTERPRETATIONS:** The School District(s) reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Clerk referenced on the Bid Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Clerk in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore, oral statements given before the Bid opening date will not be binding. The School District(s) will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's website address at: www.elmoreco.com/childnutrition at least three workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.

- z) **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for 72 hours in the Child Nutrition Program Department and are also posted to the School Districts' Purchasing website address at: www.elmoreco.com/childnutrition.

- aa) **CONTACT:** All questions for additional information regarding this bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Elmore County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Child Nutrition Office. Any such contact shall be cause for rejection of your bid.
- bb) **BID PREPARATION COSTS:** Neither the School District(s) nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- cc) **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- dd) **MODIFICATIONS:** Changes to specifications, terms, and conditions must be in writing and by mutual consent of both parties and School Board approval, if needed.
- ee) **Dates of Delivery:** All items must be available for delivery prior to May 23, 2024 unless pre-approval for alternative delivery date is provided.

Method of Award

- a) Participating District(s) reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.
- b) The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to the individual schools and other various locations within Participating District(s).
- c) In the event the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.
- d) A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting requirements and specifications.
- e) The Participating District(s). reserves the right to accept or reject any or all bids.
- f) The award will be made in accordance with Code of Alabama 1975 Section 16-13 B-1- B-11.
- g) The decision of Participating District(s) will be final.
- h) Award will be made on unit price basis, extended price basis, or for other reasons mentioned in in the bid specifications, that will best serve the interest of Participating District(s). Bidder may be on all or specified district(s). Participating district(s) reserve the right to accept any combination of bidder options-all to one bidders or split between multiple bidders.
- i) **SAMPLE REQUIREMENTS:** Samples are required under the circumstances listed below.
 - a The products offered have not been previously approved by the District(s).

- b The District(s) may request samples of products for review that have been approved and purchased previously for the following reasons:
 - i School Cafeteria Managers indicate there has been a decrease in product quality.
 - ii Manufacturing firm or process has changed since product was last tested by the District(s).
 - iii More than five (5) years has elapsed since product was last tested.
 - iv The Food Services Department wishes to test for any reason.

Contract Period

- a) Contract shall be for one year starting the day after the Board has approved the bid. The bid will be automatically renewed for an additional four years unless there is finding that conflicts with our non-performance / termination policies.

Pricing

- a) Prices are not to exceed two (3) decimal places.
- b) The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid, delivered to the various locations, in amounts ordered.
- c) Participating District(s) reserves the privilege to rebid or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.
- d) Prices will include delivery at frequency of at least once per week unless alternate delivery frequency is pre-approved by the participating district(s) prior to the bid opening.

Quantities

- a) The quantities of items specified herein are based upon estimated use. Because quantities listed are estimated, they may be increased or decreased according to needs of various locations.

Non-Performance / Termination

- a) The Participating District(s) reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/CNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.
- b) In the event that either the vendor or the Participating District(s) defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the nondefaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

- c) The Participating District(s) reserves the right to cancel the contract or any category of the contract at any time without penalty if service, quality, or delivery is not satisfactory or if continuation of the contract or category is determined to be inconsistent with the best interests of the public schools.

Insurance

Proof of liability insurance must be provided by the awarded vendor prior to the start of any work and updates submitted as insurance is renewed.

Hold Harmless

The contractor releases the Board, its assigns, employees, or agents from and agrees to indemnify and to hold harmless and defend the Board, its assigns, employees, and agents against any and all claims, actions, proceedings, costs, damages and liabilities, including attorney’s fees arising out of, connected with, or resulting from any damages to any person or property, including, the property of the contractor, his assigns, agents, or employees, or to equipment, materials, supplies, belongings or other items connected in any way with contractors actions in installing, delivery, constructing or handling of any equipment, supplies, services, or action in or on property of facilities of the participating district(s), Child Nutrition Programs. The contractor agrees to pay all Board attorney cost in connection with this article and all other articles of this contract.

The contractor may not, without express written consent, except as otherwise noted in specifications, make any alterations to any property of the Board and must agree, as evidenced by vendor’s signature, to provide payment for any and all unauthorized alterations damages, or costs of repair caused in part or in whole by vendor from any action of the vendor, his assigns, employees and/or agents.

The Participating District(s) makes no representations, warranty, or covenant, express or implied with respect to any structure, facility, building, equipment or supplies which may be part of or subject to any action by the vendor as part of the contract and makes available to vendor same in “as is” condition. The contractor agrees that he is responsible for inspection of condition of items heretofore noted in this section, and same are to be inspected by the contractor prior to commencement of this contract to insure safety for the contractor, his employees, assigns and /or agents.

Contract

This bid document will serve as the contract between the Participating District(s) and Vendor. Any contracts signed that changes the agreement laid forth in this bid must be expressly agreed to by the Participating District(s) to be considered a valid contract.

All contract provisions are made in accordance with Alabama law.

All contract disputes or any other litigation that may arise shall be resolved in the state of Alabama.

Bid Bond

NA

USDA Nondiscrimination Statement

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA.

The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the LOCAL BOARD OF EDUCATION ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

Alabama laws 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 contractor'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. If your company is not an Alabama based company or does not have employees that work in the State of Alabama, you must include in your bid package submittal, a memo on company letterhead stating this fact. 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. 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.

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

The amended law also changed the definition of SUBCONTRACTOR to "A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier." Another provision states, "Furthermore, during the performance of the contract, the subcontractor 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. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor."

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

VENDOR INFORMATION

Name: _____

Address: _____

Street Address

Suit/Unit #

City

State

Zip Code

Phone: () _____ Alternate Phone () _____

Please read the attached Immigration Notice and select one (1) of the following:

___ The Alabama Immigration Law **DOES NOT** apply to the above named company. Please explain:

___ The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with the Autauga County School System.

___ The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE DOCUMENTS** are ATTACHED with the Bid Response.

The documents are available at www.dhs.gov/e-verify.

**U.S. DEPARTMENT OF AGRICULTURE CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681- 21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant. (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(f) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check if there are workplaces on file that are not identified here.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification.

Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Form AD-1049 (REV 5/90)

PROPOSAL FORM – BID CN-24001

TO: ELMORE COUNTY BOARD OF EDUCATION
CHILD NUTRITION PROGRAM
100 HH ROBISON DRIVE
WETUMPKA, AL 36092

DATE: _____

The bidder declares that he/she has examined the Bid Documents and fully understands all conditions of same. In compliance with your advertisement for bids dated and subject to all conditions thereof, the undersigned

(Name of Vendor)

is a corporation organized and existing under the laws of the State of Alabama.

Please check this box if your business is a Minority/Woman Owned Business.

Name of person completing bid

Address of Bidder

City and State

Zip

Telephone

Submitted by: (Type or print)

Authorized Signature

**Elmore County Public Schools:
Service/ Delivery and Supply**

Eclectic Elementary School

Naomi Hall, Manager
35 Harden Street
Eclectic, AL 36024
334-541-2291

Eclectic Middle School

Haley Oliver, Manager
170 South Ann Street
Eclectic, AL 36024
334-541-2131

Elmore County High School

Tiffany Evans, Manager
155 N. College Ave.
Eclectic, AL 36024
334-541-3661

Holtville Elementary School

Rebecca Browning, Manager
287 Whatley Road
Deatsville, AL 36022
334-569-2925

Holtville Middle School

Sondra Woodham, Manager
655 Bulldog Lane
Deatsville, AL 36022
334-569-1596

Redland Middle School

Cheri Smith, Manager
184 Rodney Lane
Wetumpka, AL 36093
334-514-3940

Wetumpka Elementary School

Monique Nuwenhuis, Manager
510 Micanopy Street
Wetumpka, AL 36092
334-567-4323

Holtville High School

Brandi Lowery, Manager
10425 Holtville Road
Deatsville, AL 36022
334-569-3034

Millbrook Middle School

Norma Perry, Manager
4228 Chapman Road
Millbrook, AL 36054
334-285-2100

Stanhope Elmore High School

Cindy Hester, Manager
4300 Main Street
Millbrook, AL 36054
334-285-4263

Coosada Elementary School

Shay Edgar, Manager
5260 Airport Road
Millbrook, AL 36054
334-285-0273

Airport Road Intermediate School

Pam Hale, Manager
384 Blackmon Farm Lane
Coosada, AL 36020
334-285-2115

Redland Elementary School

Connie Hatcher, Manager
495 Scholars Drive
Wetumpka, AL 36093
334-567-1248

Wetumpka Middle School

Cheryl Lucas, Manager
1000 Micanopy Street
Wetumpka, AL 36092
334-567-1413

Wetumpka High School

Tammy Woodall, Manager
1251 Coosa River Parkway
Wetumpka, AL 36092
334-567-5158

Child Nutrition Program, Central Office

Cacyce Davis, **Director**
100 H. H. Robison Drive
Wetumpka, AL 36092
334-567-1222

Supplemental Grocery & Supply Bid

BID & Specification FORM – BID # CN-24001

Group 1. Frozen Breakfast Entrée Items

Item	Qty	Unit	Description	Case Price	Extended Price
1	1500	Cases	<p>Breaded Chicken & Buttermilk Biscuit</p> <p>Fully-Cooked, breaded chicken patty on buttermilk biscuit. 16.3 oz, 10 count (frozen), 4 per case.</p> <p>Brand/Packed By: Odom's Tennessee Pride or Pre-Approved Equal</p> <p>Packages Per Case: 4</p> <p>Cases Per Pallet: 120</p>		
2	500	Cases	<p>Frozen, 4 inch Homestyle Waffles</p> <p>Fully Cooked, 1.23 ounces, 144 per case. 12/12count packs</p> <p>Brand/Packed By: Kelloggs or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet: 70</p>		
3	500	Cases	<p>Frozen, 4 inch Buttermilk Pancakes</p> <p>Fully Cooked, 1.36 ounces, 144 per case. 12/12count packs</p> <p>Brand/Packed By: Kelloggs or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet: 80</p>		

4	500	Cases	Thaw & Serve Sliced Blueberry Bagel, 6 count, 12 per case Brand/Packed by: Bimbo Bakehouse or Pre-Approved Equal Packages per Case: 12 Cases Per Pallet: 64		
5	1000	Cases	Twin Pack Sausage Biscuits. Brand/Packed by: Dean's Sausage or Pre-Approved Equal Packages per case: 6 Cases per pallet:		

Group 2. Shelf Stable Breakfast Entrée Items

Item	Qty	Unit	Description	Case Price	Extended Price
1	500	Cases	Frosted Toasted Pastry, Blueberry Flavor, 1.7 ounces, 10 per Box, 12 per Case Brand/Packed By: Kellogg or Pre-Approved Equal Packages Per Case: 12 Cases Per Pallet: 60		
2	500	Cases	Frosted Toasted Pastry, Fudge Flavor, 1.7 ounces, 10 per Box, 12 per Case Brand/Packed By: Kellogg or Pre-Approved Equal Packages Per Case: 12 Cases Per Pallet: 60		

3	500	Cases	<p>Frosted Toasted Pastry, Strawberry Flavor, 1.7 ounces, 10 per Box, 12 per Case</p> <p>Brand/Packed By: Kellogg or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: 60</p>		
4	1200	Cases	<p>Frosted Toasted Pastry Bites, Fudge Flavor, 1.4 ounces, 5 per Box, 5 per Case</p> <p>Brand/Packed By: Kellogg or Pre-Approved Equal</p> <p>Packages Per Case: 5</p> <p>Cases Per Pallet: 108</p>		
5	1200	Cases	<p>Fruit & Grain Cereal Bar Bites, Strawberry Flavor, 1.3 ounces, 5 per Box, 5 per Case</p> <p>Brand/Packed By: Kellogg or Pre-Approved Equal</p> <p>Packages Per Case: 5</p> <p>Cases Per Pallet: 108</p>		
6	500	Cases	<p>Instant Oatmeal Variety Pack, Regular, Brown Sugar, Cinnamon Spice, Apple Cinnamon & Raisin, 13.54 ounce, 10 pack, 12 per case</p> <p>Brand/Packed by: Ralston or Pre-Approved Equal</p> <p>Boxes per case: 12</p> <p>Cases per pallet: 48</p>		

Group 3. Frozen Lunch Entrée Items

Item	Qty	Unit	Description	Case Price	Extended Price
1	667	Cases	5" Frozen Pepperoni Pizza, 32.7 ounce, 6 pizzas per sleeve, 9 sleeves per Case Brand/Packed By: Tony's or Pre-Approved Equal Packages Per Case: 9 Cases Per Pallet: 70		
2	1000	Cases	Frozen, IW Ham and Cheese Pocket, 4.5 ounce, 12 per box, 6 per Case Brand/Packed By: Nestle or Pre-Approved Equal Packages Per Case: 6 Cases per pallet: 35		
3	500	Cases	Frozen, Chicken Franks Corndogs, 16 ounces, 6 count, 12 per case Brand/Packed By: Foster Farms or Pre-Approved Equal Packages Per Case: 12 Cases per pallet: 108		
4	500	Cases	Individually Wrapped Peanut Butter & Strawberry Jelly Sandwich Pocket, 2 ounce, 10 per box, 6 per case Brand/Packed by: Smucker's or Pre-Approved Equal Packages per case: 6 Cases Per pallet: 42		

5	500	Cases	<p>Individually Wrapped Peanut Butter & Grape Jelly Sandwich Pocket, 2 ounce, 10 per box, 6 per case</p> <p>Brand/Packed by: Smucker's or Pre-Approved Equal</p> <p>Packages per case: 6</p> <p>Cases Per pallet: 42</p>		
6	500	Cases	<p>Breaded Chicken Patties, breaded boneless skinless, white breast meat. Flash-fried in non-hydrogenated, U.S. produced, 10.5 oz box.</p> <p>Brand/Packed by: Bell & Evans or pre-approved equal</p> <p>Packages per case: 12</p> <p>Cases per pallet: ____</p>		
7	500	Cases	<p>Breaded Chicken Tenders, 100% whole breast meat chicken tenders. Flash-fried in non-hydrogenated, U.S. produced, 10.5 oz box.</p> <p>Brand/Packed by: Bell & Evans or pre-approved equal</p> <p>Packages per case: 12</p> <p>Cases per pallet: ____</p>		

Group 4. Refrigerated Lunch Entrée Items

Item	Qty	Unit	Description	Case Price	Extended Price
1	500	Cases	<p>10 Count Hotdogs, 1 pound, 12 per case</p> <p>Brand/Packed by: Oscar Meyer or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet: 165</p>		
2	500	Cases	<p>Deli Cheese, Thin, 10 slices, Yellow American, 8 ounces, 12 per case.</p> <p>Brand/Packed By: Land O Lakes or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet:180</p>		
3	6000	Cases	<p>Pepperoni Pizza Convenience Meal with juice pouch, 10.7 ounces, 8 per case</p> <p>Brand/Packed By: Heinz Lunchables or Pre-Approved Equal</p> <p>Packages Per Case: 8</p> <p>Cases per pallet: 154</p>		
4	6000	Cases	<p>Turkey, Cheese & Cracker Convenience Meal with juice pouch, 10.7 ounces, 8 per case</p> <p>Brand/Packed By: Heinz Lunchables or Pre-Approved Equal</p> <p>Packages Per Case: 8</p> <p>Cases per pallet: 154</p>		

Group 5. Dry Storage lunch & miscellaneous Items

Item	Qty	Unit	Description	Case Price	Extended Price
1	9000	Cases	<p>100% Juice Pouch, 6 ounce pouch, 10 pouches per box, 4 boxes per case, variety flavors</p> <p>Brand/Packed by: Capri-Sun or Pre-Approved Equal</p> <p>Packages Per Case: 4</p> <p>Cases per pallet: 96</p>		
2	1500	Cases	<p>Potato Crisps Snack Stacks, 8 ounces, 12 count, 4 per case, Original Flavor</p> <p>Brand/Packed By: Pringles or Pre-Approved Equal</p> <p>Packages Per Case: 4</p> <p>Cases per pallet: 60</p>		
3	1500	Cases	<p>Potato Crisps Snack Stacks, 8 ounces, 12 count, 4 per case, Sour Cream & Onion Flavor</p> <p>Brand/Packed By: Pringles or Pre-Approved Equal</p> <p>Packages Per Case: 4</p> <p>Cases per pallet: 60</p>		
4	1000	Cases	<p>Shaped Graham Graham Crackers, Chocolate Chip Flavor, 10 ounces, 6 per case</p> <p>Brand/Packed By: Teddy Grahams or Pre-Approved Equal</p> <p>Packages Per Case: 6</p> <p>Cases per pallet: 162</p>		

5	1000	Cases	<p>Shaped Graham Graham Crackers, Honey, 10 ounces, 6 per case</p> <p>Brand/Packed By: Teddy Grahams or Pre-Approved Equal</p> <p>Packages Per Case: 6</p> <p>Cases per pallet: 162</p>		
6	500	Cases	<p>Cheese Flavored Crackers, White Cheddar, 7 ounces, 12 per case</p> <p>Brand/Packed By: Cheez-It or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet: 72</p>		
7	500	Cases	<p>Cheese Flavored Crackers, Cheddar, 7 ounces, 12 per case</p> <p>Brand/Packed By: Cheez-It or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet: 72</p>		
8	1000		<p>Creamy Peanut Butter to Go</p> <p>Brand/Packed by: Jiff or Pre-Approved Equal.</p> <p>Boxes per case:</p> <p>Cases per pallet:</p>		

9	42,000 packs (6,000 packs of each flavor)	packs	<p>4 oz Fruit bowls in 100% juice. Shelf stable. Various Flavors:</p> <p>12/4 OZ CHERRY MX FRUIT IN BOX</p> <p>12/4 OZ MANDARINS IN BOX</p> <p>12/4OZ PEARS DICED IN JUICE FB BPK</p> <p>12/4OZ FCY PA TIDBITS IN JUICE FB BPK</p> <p>12/4 OZ PA/TFS FBOWLS VP BOX</p> <p>12/4 OZ DICED PEACHES IN BOX</p> <p>12/4OZ PEACH/MAND/CHER MX FRUIT IN JUICE</p> <p>Brand/Packed by: Dole or Pre-Approved Equal</p> <p>Packs per case: 12/4 oz</p> <p>Cases per pallet: 342</p>		
10	650	Cases	<p>100% Juice, Mango Flavor, 64 fl oz Bottle, 8 per case. No sugar added juice with no high fructose corn syrup and no artificial sweeteners. May contain apple and pear juices.</p> <p>Brand/Packed by: Juicy Juice or Pre-Approved Equal.</p> <p>Bottles per case: 8</p> <p>Cases per pallet:</p>		

Bid Submission

All bids should be submitted to:

Elmore County Board of Education, Child Nutrition Program
Attn: Cacyce Davis
100 H. H. Robison Drive
Wetumpka, AL 36092

Labeled in the bottom right corner:
Supplemental Grocery & Supply Bid

Not to be opened until 4/15/24 at 9:00 am

Sealed Bids are due on or before April 15, 2024 9:00 am. Bids will be opened at 9:00 am on that date at the Elmore County Board of Education, Child Nutrition Program at 100 H. H. Robison Drive, Wetumpka, AL 36092.

Please complete the form above and submit a copy with your bid.

By signing this document I agree to and understand all of the specifications listed in this bid.

Company Name

Phone Number

Contact Person

Signature

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

TITLE 2: Grants and Agreements

PART 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F – Audit requirements Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable, and the bidder or contractor must agree to comply.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All bids/contracts must address termination for cause and for convenience and the manner by which it will be affected and the basis for settlement.

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

(D) **Minority/Women Owner Businesses (M/WBE)** – The Autauga County Board of Education is committed to provide small, minority, and women owned business enterprises equal access to opportunity for participation in contracts with the ACBOE Child Nutrition Program for professional services, other services, and goods, such as, food, paper supplies, chemicals, etc. The ACBOE CNP encourages all M/WBE firms to participate in procurement and contracting activities. The ACBOE CNP is recognizing its responsibilities to the communities it serves and the society in which it conducts business. The use of minority and women business enterprises must be a function of our normal purchasing/contracting procedures.

(E) **Davis-Bacon Act**, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or

in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

(K) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of

Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Title 7: Agriculture

Part 210-NATIONAL SCHOOL LUNCH PROGRAM

Subpart E- State Agency and School Food Authority Responsibilities §210.21 Procurement.

(A) Buy American –

- (1) Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means –
 - (i) An agricultural commodity that is produced in the United States; and
 - (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
- (2) Requirement.
 - (i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
 - (ii) Limitations: Paragraph (d)(2)(i) of this section shall apply only to –
 - (A) A school food authority located in the contiguous United States; and
 - (B) A purchase of domestic commodity or product for the school lunch program under this part.

(B) Cost reimbursable contracts –

- (1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:
 - (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor 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;
 - (ii) a. The contractor 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
b. The contractor 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.
 - (iii) The contractor’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;
 - (iv) The contractor 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 contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor 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

(vi) The contractor must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) 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 contractor receiving payments in excess of the contractor's actual, net allowable costs.

(C) Geographic preference

(1) 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 of 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. **Autauga County considers the state of Alabama as local when purchasing fresh fruits and vegetables.**

(2) For the purpose of applying the optional geographic procurement preference in paragraph

(3) of this section, **“unprocessed locally grown or locally raised agricultural products” means all products raised or produced by tillage and cultivation of the soil, pasture grasses, orchard products, trees in their raw state and products produced by livestock, such as, milk, eggs, etc. in the state of Alabama.**

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 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.

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: [USDA Program Discrimination Complaint Form](#) from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **Fax:** (202) 690-7442; or
3. **Email:** program.intake@usda.gov.

This institution is an equal opportunity provider.

*The enclosed “non-discrimination” language herein was added pursuant to the May 5, 2022, USDA memorandum. However, although included as currently required for audit compliance by the USDA, the State of Alabama objects to its **inclusion, applicability** and the **application** of this language due to currently pending legal challenges in the matter of *The State of Tennessee, et al. v. USDA, et al.*, Case No. 3:22-cv-00257, and may be subject to change or removal.

Please certify below by your signature that all products on this bid adheres to **Contract Conditions listed Above. (where applicable)**

Company Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

U.S. DEPARTMENT OF AGRICULTURE Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS

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

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary 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

Name(s) and Title(s) of Authorized Representative(s)

Signatures

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary 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 entering into this transaction.
7. The prospective primary 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," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address:

City/State/Zip Code:

Telephone Number: _____ Fax Number: _____

Email Address: _____

The company bidding is:

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____ Minority-Race _____ Woman Owned _____

I certify that the above information is true and correct:

Authorized signature: _____

Print name of authorized person: _____

Title: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: _____

PRINT NAME

OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____

(Officer of the Company)