



DALE COUNTY BOARD OF EDUCATION

OFFICE OF BEN BAKER, SUPERINTENDENT

202 S. Hwy 123 Suite E
OZARK, ALABAMA 36360



PHONE (334)774-2355

WEB SITE: www.dalecountyboe.org

FAX (334)774-3503

May 31, 2022

Dear Vendor:

The Dale County Board of Education sends Request for Proposal (RFP) for Fresh Produce Service for Dale County Child Nutrition Program. Attached is a copy of Specifications and Instructions for the Fresh Produce Service Proposal for School Year 2022-23. Please read the instructions and specifications carefully. If the document is not submitted as requested, it may be such that we cannot classify this offer as a legitimate proposal and you may be disqualified.

Please submit the following items with your proposal : 1) Proposal Response Form 2) Debarment Certification 3) Produce Service Questionnaire 4) Vendor Certification and 5) Proof of compliance with Alabama Immigration Law – HB 56.

Sealed proposals must be in the office of the Superintendent of Education (202 S. Highway 123, Suite E, Ozark, AL 36360), no later than **10:15 a.m. on Thursday, June 9, 2022**, at which time the bids will be opened. The Dale County Board of Education reserves the right to reject any and all bids and to waive formalities in awarding this bid to the low responsible bidder. Print boldly on the outside of the sealed envelope: **RFP: FRESH PRODUCE SERVICE.**

Please note that the preferred payment method of a purchasing card has been specified in this bid. If you are unable to allow this type of payment, an ACH payment will be accepted. If you have any questions concerning this bid, please contact Denisa Clark, CNP Director, at 334-774-2355 ext. 4 or email at dclark@dalecountyboe.org.

Sincerely,

Ben Baker
Superintendent

**DALE COUNTY BOARD OF EDUCATION
CHILD NUTRITION PROGRAM
202 S. HIGHWAY 123, SUITE E
OZARK, AL 36360**

**Request for Proposal
FRESH PRODUCE SERVICE**

The Dale County Board of Education will accept proposals until **10:15 a.m. on Thursday, June 9, 2022** for **FRESH PRODUCE SERVICE** for the school system's Child Nutrition Program in accordance with the enclosed conditions and specifications.

Items on the proposal, as well as estimated quantities needed for the bidding period, are found on the accompanying bid specification documents. The Dale County Board of Education reserves the right to reject any and/or all bids and to waive any informalities in awarding this bid.

Envelopes containing the proposal should be sealed and clearly marked "**RFP: FRESH PRODUCE**" and addressed to Dale County Board of Education, Attn: Child Nutrition Program, 202 S. Hwy. 123, Suite E, Ozark, AL 36360. Please allow ample time for delivery by the postal service. Bids received late will not be considered. Bids may be hand delivered to the Dale County Board of Education Office.

Any vendor having questions regarding this Request for Proposal may contact Denisa Clark, Child Nutrition Program Director at dclark@dalecountyboe.org.

ITEMS TO BE SUBMITTED WITH COMPLETED PROPOSAL PACKET

- ◆ Bid Response Form
- ◆ Produce Service Questionnaire
- ◆ Vendor Certification
- ◆ Debarment Certification
- ◆ Proof of compliance w/ Alabama Immigration Law-H.H.B 56

PRODUCE RFP SCORING CRITERIA

<u>CRITERIA</u>	<u>POSSIBLE POINTS</u>
Bottom line price	50
No minimum drop ship fee	20
Years in produce business	10
Purchasing Card Acceptance	5
Delivery days per week	15
TOTAL POSSIBLE POINTS	100

REQUEST FOR PROPOSAL: Fresh Produce Service

SCOPE

The purpose and intent of this invitation to proposal is to secure the best competitive prices for fresh, high quality, seasonal produce for the Dale County Schools' Child Nutrition Program.

VENDOR QUALIFICATIONS

Proposals will only be considered from commercial distributors who meet the qualifications listed below. Vendors must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The Board reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The Board will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates inability of the vendor to perform. The decision as to whether a vendor meets the qualifications stated below is at the sole discretion of the Child Nutrition Program.

1. Vendor must be currently engaged in distributing commercial foods to the food service and/or retail trades.
2. Vendor must have or have access to and will utilize refrigerated warehouse facilities capable of holding temperatures at 35º, 50º and 70º F.
3. Vendor must have or have access to and will utilize a fleet of mechanically refrigerated trucks or truck compartments capable of holding air temperatures a 45º minimum while on delivery routes.
4. Vendor must have or have access to an experienced produce buyer and a contract administrator who can serve as account manager on a day to day basis.
5. Vendor must have an appropriate recall policy and procedures available to the Board of Education
6. We request an early week delivery day, with preference of Monday or Tuesday.
7. We request ability to use purchasing card for payment, without added fees.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for the Child Nutrition Program. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

FACILITIES INSPECTIONS

The Board reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees' facilities and place of business to determine that the awarded vendor has a regular, bona fide establishment that is presently a going concern and is likely to continue as such. Areas of evaluation by Board representatives may include, but not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect produce products.

APPLICABLE LAWS

All products and deliveries must meet the State and County Health Department specifications and standards, and must comply with Federal Statutes Executive Orders and the requirements of 7CFR 21, 7 CFR 3016.36 and 7 CFR 3016.60 (b) and (c).

FOOD SAFETY AND RECALLS

Ensuring the safety of the food supply is critical to the Board. Manufacturers, distributors, and importers are expected to comply with all federal, state and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The awarded vendor shall have a plan and process in place to effectively respond to a food recall which should include the following objective:

1. Provide accurate and timely communication to the CNP office regarding food recalls with immediate notification of the Board.
2. Recall information must include traceability, handling of recalled product, disposal of recalled product and evidence of same day recall activity and accessible documentation.
3. Streamlined process for reimbursement for recalled products.

BUY AMERICAN PROVISION

As a participation sponsor in the USDA's National School Lunch and School Breakfast Programs, the Houston County Schools' CNP must adhere to the "Buy American" provision of the Child Nutrition Reauthorization Act. The provision requires school districts to purchase, to the maximum extent practicable, domestic food products that are produced in the United States. The Legislature defines "domestic commodity or products" as one that is produced in the United States and is processed in the United States substantially using agriculture commodities that are produced in the United States. Substantially means that a minimum of 51% of the final processed food comes from American produced products. Therefore, if items are normally produced in the United States commercially, the vendor should make every effort to purchase domestic products. Items known to the Board to be available as "nondomestic" such as pineapple and bananas, are indicated by stating "non-domestic OK" in the description.

SELL PRICE (INVOICE SELL PRICE)

The sell price is defined as the total unit cost to deliver items to school sites. This is the dollar value that the vendor will bill on the invoice.

MARKET PRICES

The USDA Agricultural Marketing Service will be used as a reference for confirming produce costs. The awarded vendor may request price adjustments only if the sale price no longer falls within the AMS index price range.

ORDERING OF PRODUCTS

During the course of the contract, CNP may purchase approximately multiple produce items and pack sizes. Of those, less than 10 items account for the majority of the dollar value of the bid. The Child Nutrition Program shall purchase produce as listed on the Bid Response Sheet and reserves the right to add or delete items at its discretion. Price, seasonality, quality and locally grown options will be part of the decision process.

DELIVERY REQUIREMENTS

Deliveries are inside deliveries and are to be placed in designated areas as specified by each site CNP Manager or designee. Deliveries will be made in a temperature-controlled truck to protect the quality and food safety of the products. Temperatures may be recorded per HAACP guidelines upon delivery. Delivery and services shall meet the standards now in effect at each school and shall always meet the approval of the Child Nutrition Program Director or designee.

DELIVERY SCHEDULES

The delivery of fresh produce shall be available at least once per week to the eighteen (18) school sites of the Houston County Schools. While additional deliveries during the week may be required, there may also be weeks when all sites do not receive a produce delivery. Deliveries shall be made to schools on a regular weekly schedule between the hours of 6:00 a.m – 2:00 p.m., or as may be otherwise approved by the CNP Office. In the event that schools are closed on a regularly scheduled delivery day, the delivery will be rescheduled for the business day immediately preceding or immediately following the regular delivery day. Delivery schedules shall be submitted by the awarded vendor to the CNP Office two weeks prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the awarded vendor shall be submitted to the CNP Office for approval at least 14 days prior to implementation. The awarded vendor shall be notified in advance of scheduled school off-days so that special arrangements can be made for delivery.

DELIVERY ACCURACY AND PRODUCT QUALITY

The awarded vendor is expected to make deliveries, at a minimum error free level of 97 percent as pertains to distributor accuracy and acceptability of the order units. Unapproved deliveries made outside established delivery time frames shall not be tolerated and is considered to be reason for termination as an approved vendor. All fresh fruits and vegetables must be at the appropriate stage of ripeness for menu service and ready for preparation for consumption per the USDA Food Buying Guide. All produce must be delivered fresh, sanitary and in temperature-controlled condition. Whole produce must be US Fancy or US No. 1 grade quality unless otherwise specified. Value added (ready to eat, packaged) products must have the maximum Best Used by Date available. Delivery of Best Used by Dates of less than 5 days is not acceptable.

ITEM SUBSTITUTION

RFP 001-SY22-CNP (Fresh Produce)

Each item that is delivered must meet the minimum produce specifications and be the price and pack size that is quoted on the weekly pre-approved price list. Changes in pack size due to availability shall be allowed. These changes are to be included in weekly pricing and approved prior to delivery. If the awarded vendor is **temporarily out-of-stock** of a particular item, they must deliver an equal or superior product at an equal or lower price, **with prior approval**, from the CNP Director. **All outages and suggested substitutions must be submitted to the CNP Director a minimum of 24 hours prior to delivery.** An excessive occurrence of out-of-stock items may be cause for contract cancellation. The CNP Office reserves the right to make brand or product changes, at any point during the contract period, to address issues resulting from but not limited to, performance, quality control, or product deficiencies.

FORCE MAJEURE

Acts of God such as hurricanes and inclement weather (drought or floods or unseasonable rain or temperatures) may be a factor in the unavailability of certain produce items at reasonable prices. The Awarded vendor is to contact the District representative with documentation and to present alternative products and prices.

INVOICING

All invoices shall include the school name and address for proper identification. Delivery tickets/invoices must be signed by receiving CNP personnel when delivery is made and by the delivery person to confirm that the delivery has been made. The driver will leave the 2 signed delivery tickets/invoices with the CNP Manager at each delivery site. The CNP Manager from each delivery site sends the signed delivery ticket/invoice to the CNP Accounts Payable for review and payment processing. All invoices and correspondence shall be legibly written, signed and dated. Incomplete or unclear delivery tickets/invoices result in decreased productivity and may create delay of payment.

CREDITS

The awarded vendor shall agree to accept, for full credit, the return of any items received which are found by the CNP Manager to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose. The delivery ticket/invoice must be clearly marked with corrections including changes to quantity received, product rejected or other issues resulting in the need for credit. This documentation should be initialed by the delivery person and the receiving CNP employee. For products found to be defective after the delivery (within three days) the awarded vendor will issue a credit memo or replace product per the CNP Office request. The credit memo shall reference the original invoice number and be issued within seven days of request.

REPORTS

The awarded vendor must maintain and provide upon request **utilization reports** by line item, purchasing unit, selling price, and school delivery sites, as well as for the total District sum. Utilization reports must show product description, purchasing unit, case size, price per case, and delivery location on a monthly basis. Utilization reports shall be submitted within 10 calendar days after requested by the CNP Office.

ADDITION OR DELETION OF SITES

The Board reserves the right to add or delete locations at its discretion at anytime throughout the term of this bid. Any additional facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

ESTIMATED DOLLAR VALUE/QUANTITIES

The estimated quantity figures are given only as a guideline for preparing the Bid. No guarantee is expressed or implied as to actual requirements. Items will be ordered on an as needed basis.

AWARD

While price is a major consideration in awarding the contract for produce service, other subjective criteria will also be evaluated and used to determine successful vendor. The Houston County Board of Education reserves the right to reject any and/or all bids and to waive any informalities in awarding this bid.

TERM OF CONTRACT

The contract period for this bid invitation will be from **July 1, 2022 –June 30, 2023**. Contract automatically expires on June 30, 2023. The Board of Education reserves the right to extend proposal an addition four (4) years, with annual review.

ASSIGNMENT

It shall be the responsibility of the bidder to be fully informed as to the number and distance between locations of the school sites. This will be of vital importance to assure the required scheduled deliveries. The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

Each bidder shall carefully examine the instructions to bidders, specifications, special conditions where listed, and the list of schools to be serviced.

PRODUCE SERVICE QUESTIONNAIRE

Please answer the following questions in the space provided. (type or print legibly)

- 1. Is there a minimum drop order per delivery site? If yes, what is the amount?**

- 2. What are the proposed delivery days for each school?**
 - a. Ariton School**
 - b. Dale County High School**
 - c. GW Long School**
 - d. Midland City Elem School**
 - e. Newton Elem School**
 - f. South Dale Middle School**

- 3. Number of years the company has been providing full-line fresh produce service?**

- 4. May a purchasing card be used for payment of invoices, without additional fees?**

VENDOR CERTIFICATION

In compliance with this Request for Proposal, the undersigned proposes to provide FRESH PRODUCE SERVICE as outlined in the proposal document.

I certify by my signature below that the terms and conditions of this proposal are understood and accepted, and that I have the authority to obligate the company listed below to perform under the conditions outlined in the attached request for proposal.
Request closes at 10:15 a.m. Thursday, June 9, 2022.

_____	_____
Company Name (please print)	Business License #
_____	_____
Signature	Printed Name
_____	_____
Address	Telephone
_____	_____
City, State, Zip	Date

Debarment Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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.

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and 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 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Project Name (RFP #)

**Name of Authorized Representative
(please print)**

Title

Signature

Date

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.

(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 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 effected 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) 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 subcontractor 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.

(E) 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (g) and the recipient or subcontractor 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 subcontractor 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.

(G) 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, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 ONB 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.

(I) 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.

(J) 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 recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 7: Agriculture
PART 210—NATIONAL SCHOOL LUNCH PROGRAM
Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement.

(d) 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.

(f) 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 costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the 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.

(g) 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 or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
- (2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shredding, 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: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17FaxMail.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 institute is an equal opportunity provider.

VENDOR ITEM #	PRODUCT	QUALITY	DESCRIPTION	PREFERRED CT or PACK	Vendor 1	Vendor 2	Vendor 3	Vendor 4
	Bell pepper, green	U.S. No. 1	fresh, firm flesh, uniform size and shape	5lb				
	Broccoli florets	U.S. No. 1	fresh, 1-3 lb package	3 lb				
	Carrots, shred	U.S. No. 1	fresh, shredded, 1-5 lb package	5 lb				
	Carrot sticks	U.S. No. 1	3" length, sulfite-free; gas permeable package, code dated	5 lb				
	Cabbage, red shredded	U.S. No. 1	Fresh clean, uniform color, free from decay and damage	5lb				
	Carrots, baby	U.S. No. 1	Fresh, clean, fairly well colored, well formed	4/5lb				
	Cucumber	U.S. No. 1	medium, firm, well-shaped, even dark color and uniform size	5 lb				
	Lettuce, green leaf 24 hds	U.S. No. 1	fresh, firm heads, dark green color	cs				
	Lettuce, romaine shredded	U.S. No. 1	romaine, shredded for tacos	2 lb				
	Lettuce, spring mix	U.S. No. 1	combination of baby lettuces and greens; sulfite-free, gas permeable package; code dated	3 lb				
	Lettuce, romaine w/color	U.S. No. 1	fresh, uniform color, free from decay and damage	4/5lb				
	Lettuce, romaine chopped	U.S. No. 1	fresh, uniform color, free from decay and damage	6/2lb				
	Onion, yellow jumbo	U.S. No. 1	firm, well shaped; dry outer skin; crisp and juicy flesh; jumbo	10 lb				
	Potato, russet	U.S. No. 1	100 count, free of dark spots and surface cuts	100 ct				
	Potato, sweet	U.S. No. 1	clean, smooth, firm, blemish-free skin, bright color	40 lb				
	Tomato 5X6	U.S. No 2 or higher	round/globe; bulk 5x6, shiny red skin, firm flesh	25 lb				
	Tomato 5X6	U.S. No 2 or higher	round/globe; bulk 5x6, shiny red skin, firm flesh	5 lb				
	Tomato, grape	U.S. No. 1	grape, clam shell containers, shiny red skin, firm flesh	12 ct flat				
	Carrots, baby, IW pkg	U.S. No.1	Fresh, clean, well formed, IW packages of carrts	30#				

VENDOR ITEM #	PRODUCT	QUALITY	DESCRIPTION	PREFERRED CT or PACK	Vendor 1	Vendor 2	Vendor 3	Vendor 4
	Apples	U. S. No. 1	125-138 count, crisp, flavorful w/ firm smooth skin, Red or Golden Delicious	125 ct				
	Apples	U. S. No. 1	125-138 count, crisp, flavorful w/ firm smooth skin, Gala or Fuji	125 ct				
	Apples	U.S. No. 1	125-138 count, crisp, flavorful w/ firm smooth skin, Granny Smith	125 ct				
	Banana, small	U. S. No. 1	100-200 count, medium green color or green tip color; 40 lb min case wt; non-domestic accepted	40 lb				
	Cantaloupe	U. S. No. 1	in season; firm; free from bruising and discoloration	12 ct				
	Grapes, green seedless	U.S. No. 1	in season, seedless, well colored w/ plump berries, firmly attached to green pliable stems	18lb				
	Grapes, red seedless	U.S. No. 1	in season, seedless, well colored w/ plump berries, firmly attached to green pliable stems	18 lb				
	Honeydew	U. S. No. 1	in season; firm; free from bruising and discoloration	6 ct				
	Oranges	U. S. No. 1	113-138 count, Navel, Hamlin, Valencia 40 lb min case wt	40 lb				
	Strawberries	U. S. No. 1	fresh, in season	8-1 lb				
	Satsumas	U. S. No. 1	Fresh, uniform size and color	113/125				
	Eggs, large	Grade A	fresh, shell eggs; large; whole	15 dz				