

Bid Awareness Letter

Date: April 10, 2025

Subject: Frozen Chicken Items Bid CN 25-005

To Whom It May Concern:

You are invited to submit sealed bids for Frozen Chicken Items for Elmore County Public Schools, Child Nutrition Program.

All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State.

Bids should be received at the Elmore County Board of Education, Child Nutrition Program, 100 H. H. Robison Drive, Wetumpka, Alabama 36092 by 10am, CDT, on Wednesday, April 23, 2025. Bid prices must be firm 365 days from the bid opening date. A thirty (30) day written advance notice is required for any price adjustment. Notice shall include the reason for the increase, items affected, effective date, and documentation to support that an increase has taken effect or is imminent.

Mail or send invitation to bid to the address at the head of this page and mark outside of the sealed envelope the number of this bid: CNP Bid- Frozen Chicken Items CN 25-005.

A table of contents is included in this bid. It is the Vendor's responsibility to assure all contents are received. If something is not in your bid packet, or if you have questions pertaining to this bid, contact Jody Little at 334-567-1222 or email (jody.little@elmoreco.com).

The Elmore County Board of Education, Child Nutrition Program reserves the right to reject any or all bids and to waive informalities.

Sincerely,

Richard Dennis, Superintendent
Elmore County Public Schools

Cacyce Davis, Child Nutrition Director
Elmore County Public Schools

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Sealed bids will be received at the Elmore County Board of Education, Child Nutrition Program 100 H. H. Robison Drive, Wetumpka, Alabama 36092 by 10am, Wednesday, April 23, 2025, and then publicly opened and read for the Frozen Chicken Items- CN 25-005 Bid.

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E-Verify Form on file is required by School Board

All Forms are to be returned with Bid Documents

Invitation to Bid

CNP Bid- Frozen Chicken Items CN 25-005

The Elmore County Board of Education, will accept bids for the following food for the school system's Child Nutrition Program, according to the specifications set forth in this bid request:

Item: CNP Bid-CN 25-005 Frozen Chicken Items

The bid opening will be held Wednesday, April 21, 2025. Bids may be mailed to the attention of Jody Little, CNP Purchaser, Elmore County Board of Education, Child Nutrition Program, 100 H. H. Robison Drive, Wetumpka, AL 36092, or hand delivered at the bid opening. Bids will be publicly opened and read promptly at **10:00am CST on April 21, 2025** No bids will be accepted once the opening begins. Please note any requirements listed on the response form and bid specification sheet.

The Elmore County Board of Education reserves the right to award the bid based on budgetary limits approved by the Alabama State Department of Education.

Bidders are to use the bid response forms included in this packet and guarantee the quality of work to meet or exceed expectations set forth in this bid request.

Each party shall follow the procedure outlined below if this contract is to be terminated. All transactions shall be sent by Registered or Certified mail.

Step 1: Issue warning letter and outline violations and length of time allowed to correct the problem.

Step 2: Issue a letter of intent to cancel the contract if the problem is not resolved by a given date.

Step 3: Issue letter to cancel contract.

It is not the policy of the Elmore County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors which may be used to determine the low responsible bidder. Bidders must abide by the provisions of the Americans with Disabilities Act of 1990 in order to provide goods or services to the Elmore County Board of Education.

Section 9 of the Alabama Immigration Act No. 2011-535 (<http://www.ago.state.al.us/File-Immigration-AL-Law-2011535>) requires contractors provide the Alabama Department of Education with an **Affidavit of Immigration Compliance and the contractor's E-Verify Memorandum of Understanding** as a condition of the award of any contract. **These two documents must be included with the bid.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. A contractor can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.dhs.gov/everify.

All items in the bid shall be awarded to one vendor on the basis of lowest total price with all standards of quality for each item as described being met. Bidder is to quote prices on all items listed. A bid that does not contain a price for each item may not be considered.

Payment will be made by the school system upon receipt of invoice, inspection, and acceptance by a designated employee of the representative of the Elmore County Board of Education, Child Nutrition Program.

The Elmore County Board of Education reserves the right to reject any and all bids and to award the bid in a manner deemed to be in the best interests of the Elmore County Public Schools. In the event that any provisions of the bid award or written contracts emanating from the award is in conflict with Alabama's bid law, the bid award and resultant contract are declared null and void.

The vendor's representative must complete and sign the attached Itemized List Bid Proposal form, Vendor Certification page, and the form titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Transactions."

200.323 Procurement of Recovered Materials (a) A recipient or subrecipient 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 of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the 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. (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Instructions to Bidders

The following requirements for the **CNP Bid CN 25-005** Frozen Chicken Items for the Elmore County Board of Education, Child Nutrition Program has been developed in accordance with the terms and conditions of the Alabama Bid Law and shall be a part of the contract document as fully as if they were written verbatim into those documents and all bidders shall take it into account when preparing estimates.

Listed below are instructions to bid on this project for the Child Nutrition Program of Elmore County Board of Education:

1. Sealed bids may be mailed to: Jody Little, CNP Purchaser, Elmore County Board of Education, Child Nutrition Program, 100 H. H. Robison Drive, Wetumpka, Alabama 36092.
2. No oral, telegraphic, or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to be fully informed as to all conditions and limitations.
3. Unit Cost prices are not to exceed two decimal places. The decision of the Elmore County Board of Education will be final on any question of pricing.
4. Vendors are to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts.
5. USDA regulations prohibit schools from paying service charges and/or interest. Vendors are thus prohibited from making such charges.
6. By submitting bids, all vendors agree to and accept the provisions of the specifications and considerations.
7. Any requests for substitutions to the items listed in this Invitation to Bid must be received and approved by the CNP Director by **seven days before bid opening**. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. A copy of any approved substitutions will be sent to all vendors in an amendment.
8. All prices submitted in this proposal are to be delivered prices and shall not include any state or local taxes. Elmore County Board of Education is not liable for Federal Excise or State Sales Tax.
9. Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to the destinations provided.

10. The successful bidder will be responsible for any damage to the buildings and grounds that are a direct result of carelessness/negligence of the delivery person.
11. All bidders must make proposals in accordance with the requirements and specifications and on the enclosed proposal form, or the bid will not be considered.
12. Elmore County Board of Education 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.
13. Bids delivered by 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 the deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
14. **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 destinations, in amounts ordered.**
15. The Elmore County Board of Education reserves the privilege to re-bid or renegotiate any item(s) if price(s) are beyond the amount anticipated or negotiations are unsatisfactory.
16. All inquiries regarding this Invitation to Bid shall be directed to the CNP purchaser through e-mail or phone to: Jody Little, CNP Purchaser, Elmore County Board of Education, 100 H. H. Robison Drive, Wetumpka, AL 36092, 334-567-1222(phone) or jody.little@elmoreco.com.
17. Elmore City Schools shall award this bid on an all-to-one vendor basis.
18. All prices quoted shall be F.O.B. the ordering school cafeteria and shall be guaranteed for a period of 365 days after award of contract.
19. The vendor shall sign the attached certification sheet in accordance with the information requested. If this sheet is not signed, the Elmore County Board of Education cannot classify this offer as a legitimate bid. It is imperative the bidder carefully read all terms and conditions pertaining to the bid.
20. It shall be the responsibility of the vendor to replace all damaged goods and to file all freight claims.

21. A certification statement from the U.S. Department of Agriculture regarding debarment and Suspension shall be submitted. This statement MUST be completed and returned with the bid form, or the bid shall not be considered.
22. It is the intent of the Boards of Education to pay invoices net 30 days. Therefore, the successful bidder must furnish two (2) invoices to delivery site that has been signed by the Manager or his/her designee.
23. A schedule for delivery will be developed with the successful bidder that will meet all the requirements of the Board of Education, Child Nutrition Program.
24. Bidders must make proposals strictly in accordance with the requirements and identification and in proposal format provided, otherwise, the bid will not be considered.
25. Should a bidder find discrepancies in or omissions from the bidding document or should be in doubt as to the meaning; clarification should be requested by calling or emailing Jody Little at 334-567-1222 (jody.little@elmoreco.com).
26. The Elmore County Board of Education reserves the right to reject any and/or all bids or any part thereof, to waive technicalities or informalities, and to award the contract to other than the low bidder, if cause can be documented.
27. Rejection of Bids:
The Elmore County Board of Education may reject a bid, but not limited to the following, if:
 - The bidder misrepresents or conceals any material fact in the bid.
 - The bid does not conform to the bid documents.
 - The bid does not comply with requirements, specifications, and conditions of the bid document. ● It is deemed in the best interest of the Elmore City School system.
 - Failure to mark the envelope as required.
 - Failure to sign bid document.
 - Failure to provide requested information or other details of the bid.
 - Failure to sign and include Debarment and Suspension Certificate. ● Failure to provide a bid before the deadline of the bid opening
28. The Elmore County Board of Education is not liable for Federal Excise or State Sales Tax.
29. Price Escalation/ De-Escalation: The pricing submitted for the initial term of the contract will remain fixed for the initial contract period, April 21, 2025 thru April 21, 2026. The proposer may only petition for an increase in pricing annually on the anniversary date of each renewal period, as long as price increases/decreases does not exceed the rate of inflation determined by the Consumer Price Index (CPI), published by the U.S. Bureau of Labor Statistics. If the proposer requests

increases/decreases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increases/decreases and may choose to re-bid the contract if it is deemed to be the best interest of the District. To petition for price increase or decreases, complete the district provided Proposal Form and email to jody.little@elmoreco.com by April 1, 2026. Price Decreases: If a price decreases during the term of this contract, the successful proposer must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect. Complete the district provided Proposal Form and email jody.little@elmoreco.com.

30. Standard District Conditions:

- a. This contract shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama. Contractors providing service under this Request for Proposal, herewith, assures the school districts that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 12466, entitled "Equal Employment Opportunity", as amended by Labor regulation (41 CFR Part 60). State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices. Contractor shall comply with applicable federal, state, and local laws and regulation pertaining to wages, hours, and conditions of employment. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment for audit purposes and to make said records available upon request. Contractors are required to be- in compliance with the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations.
- b. By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, and is in all respects fair and without collusion or fraud.
- c. Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement, or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school systems shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

31. All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State.

32. All quotations must be in ink or typewritten. Mistakes may be crossed out and corrections inserted adjacent and initialed by the signer of the bid.
33. No bid shall be withdrawn or modified after the time set for bid opening.
34. Bids received after the time set for the bid opening will not be considered.
35. The bid will be awarded at the first scheduled Board Meeting following the opening of the bid.
36. The awarding of the bid shall take place after the bid has been approved or rejected by the Board of Education.
37. Failure on the part of the school system or the successful bidder to comply with the provisions of this contract may result in contract termination.
 - o Each party shall follow the procedure outlined below if a contract is to be terminated.
 - a. All transactions shall be sent by Registered or Certified Mail.
 - b. Step 1. Issue warning letter and outline violations and length of time to correct the problem.
 - c. Step 2. Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
 - d. Step 3. Issue letter to cancel contract.

37. Food Safety and Recall: 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.

38. Specifications: Written description in the specification will prevail in case of conflict between written description and product item.

39. Alternate bids: Bidders shall submit only one (1) bid per item specified.

40. Contract Duration and Renewal Period: As per Title 7, Part 210, Subpart C-Requirements for School Food Authority Participation of the National School Lunch Program (NSLP), the duration of the contact between the District and the food service management company is limited to one(1) year, with the option for annual renewal. However, please note the following critical points:

- a. The initial contact term is from April 23, 2025 to April 23, 2026.
- b. The District may renew the contact for up to four(4) additional years, but each renewal is contingent upon an annual review of performance and pricing.
- c. In total, the contract duration, including renewals, will not exceed five(5) years(initial term + four renewal periods).
- d. A termination clause is included in the contract, allowing either party to cancel for cause with a 60 day notification period.

The Elmore Child Nutrition Program intends to purchase frozen chicken items identified in the attached specifications but also reserves the right to buy more or less than this amount for the bid price for a period of up to one year from the purchase date should the availability of funds change or the system priorities change. If you have any questions concerning this bid contact Jody Little at 334-567-1222 or email (jody.little@elmoreco.com)

Vendor Specifications

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE	UNIT PRICE	EXTEND PRICE
1	900	Cases	<p>WG Homestyle Breaded Breakfast Patty 6/5.00lbs</p> <p>Brand/Packed by: Pilgrims or pre-approved equal</p> <p>Packages per case: _____</p> <p>Cases per pallet: _____</p>			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE	UNIT PRICE	EXTEND PRICE
2	125	Cases	<p>WG Spicy Breaded Chicken Patty W/ISP 6/5.00lbs.</p> <p>Brand/Packed by: Pilgrims or pre-approved equal</p> <p>Packages per case: 8</p> <p>Cases per pallet: _____</p>			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE	UNIT PRICE	EXTEND PRICE
3	700	Cases	<p>Whole Grain Breaded Chicken Breast Fillet 6/500 lbs</p> <p>Brand/Packed by: Pilgrims or pre-approved equal</p> <p>Packages per case: 8</p> <p>Cases per pallet: _____</p>			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE	UNIT PRICE	EXTEND PRICE
4	325	Cases	<p>Whole Grain Breaded Chicken Drumstick 6/5.00lbs.</p> <p>Brand/Packed by: Pilgrims or pre-approved equal</p> <p>Packages per case: ____</p> <p>Cases per pallet: ____</p>			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE	UNIT PRICE	EXTEND PRICE
5	1918	Cases	<p>Nugget Shaped Breaded Chicken Breast Patties with Rib Meat, 1.5 lb bag</p> <p>Brand/Packed by: Pilgrims or pre-approved equal</p> <p>Packages per case: 8</p> <p>Cases per pallet: ____</p>			

ITEM	QTY	UNIT	DESCRIPTION	PORTION PRICE	UNIT PRICE	EXTEND PRICE
6	1438	Cases	<p>Mini Nugget Shaped Breaded Chicken Breast Patties with Rib Meat, 1.5 lb bag</p> <p>Brand/Packed by: Pilgrims or pre-approved equal</p> <p>Packages per case: 8</p> <p>Cases per pallet: ____</p>			

Delivery Address/Points of Contact

Delivery Address for Frozen Chicken Items CN-25-005

Elmore County Board of Education, Child Nutrition Program, Warehouse
73868 Tallassee Highway
Wetumpka, Alabama 36092

Point of Contacts:

Jody Little, Purchaser- (334)-567-1222 (ext 25006)
(334)-546-1523 (cell)

Fionie Streety, Warehouse Manager (334)-399-9166

Delivery times are as follows: Monday-Friday: 7:00 a.m. – 2:30 p.m. Central Standard Time

NOTE: IF THE ABOVE DELIVERY REQUIREMENTS ARE NOT FOLLOWED AT DELIVERY, SHIPMENTS CAN BE REFUSED AND THE DISTRICT WILL NOT BE LIABLE FOR ANY ADDITIONAL CHARGES, INCLUDING BUT NOT LIMITED TO SHIPPING OR RESTOCKING FEES.

Bid Specification/Proposal Form

Return Bid along with the completed US Department of Agriculture form (AD- 1048) and other enclosed forms to:

Jody Little, Child Nutrition Purchaser
Elmore County Board of Education
100 H. H. Robison Drive
Wetumpka, Alabama
By 2:00pm, CDT, on Thursday, February 6, 2025

In compliance with your invitation to bid on the CNP Bid-25-005, Frozen Chicken Items, the undersigned proposal to furnish the participating schools of the Elmore County Board of Education, Child Nutrition Program, in compliance with the terms and conditions listed in the Instructions to Bidders, the price set forth is the net school cost delivered.

Elmore County Board of Education, Child Nutrition Program reserves the right to award the bid either line item or firm bottom line. This contract shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama. Contractors providing service under this Request for Proposal, herewith, assures the school districts that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 12466, entitled "Equal Employment Opportunity", as amended by Labor regulation (41 CFR Part 60). State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices. Contractor shall comply with applicable federal, state, and local laws and regulation pertaining to wages, hours, and conditions of employment. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment for audit purposes and to make said records available upon request. Contractors are required to be in-compliance with the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations.

By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, and is in all respects fair and without collusion or fraud.

Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement, or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school systems shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State.

Acceptance of Instructions/Proposal Form

This bid consists of REQUEST FOR PROPOSAL, GENERAL AND SPECIAL INSTRUCTIONS, AND SPECIFICATIONS. We understand that a company officer's signature is required, unless this has been done, our "Bid" will be considered incomplete and rejected, therefore.

We, I, the undersigned do hereby understand and accept the instructions and conditions under which this quotation is being submitted.

Company: _____

Representative Signature/Title: _____

Address: _____

City/State/Zip: _____

Office: _____ Cell: _____

Date: _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

VENDOR CERTIFICATION

In compliance with your invitation to bid on the items listed in this bid document, the undersigned proposes to furnish Elmore County Board of Education, Child Nutrition Program in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Elmore County Board of Education, Child Nutrition Program

Attn: Jody Little

100 H. H. Robison Drive

Wetumpka, Alabama 36092

Bids will be opened **(Thursday, February 6, 2025, at the Elmore County Board of Education, Child Nutrition Program at 2:00 pm.** The Elmore County Board of Education, Child Nutrition Program reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. The bid will be awarded to one vendor.

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in the attached Invitation to Bid specifications.

Signature: _____

Type or Print Name: _____

Title: _____

Date Submitted: _____

Name of Company: _____

Mailing Address: _____

Telephone: _____

E-mail address: _____

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, 7CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of 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)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - a. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for the 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 of the destruction of records, making false statements, or receiving stolen property;
 - a. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - a. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
1. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature

Date

Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, continued
Instructions for Certification

By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form in accordance with these instructions.

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 on this form. The certification or explanation will be considered in connection with the department or agency's determination of whether to enter into this transaction. However, the failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into a 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.

The prospective primary participant shall provide immediate written notice to the department or agency to whom 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.

The terms "covered transaction," "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 whom this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary 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 entering into this transaction.

The prospective primary participant further agrees by submitting this form 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.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may but is not required to, check the Non-Procurement List.

Nothing contained in the foregoing shall be construed to require the 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.

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.

USDA CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

(1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

Signature of Vendor's Authorized Representative

Date

Title

In accepting this offer, the National School Lunch Program Sponsor certifies that the Sponsor's officers, employees or agents have not taken any action, which may have jeopardized the independence of the Vendor's offer to which this document is attached and referred to above.

USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call

(866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

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

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

- H. 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 on its behalf.

COMPANY: _____

PRINT/TYPE NAME OF AUTHORIZED PERSON: _____ **TITLE:**

SIGNATURE: _____
(Officer of the Company)

Reference Form

- References should be from current clients or retired clients within the past two years.

1. Name: _____
Address: _____
City/State/Zip Code: _____
Telephone Number: _____
Company Name: _____
Contact Person: _____
Contact Person Title: _____
2. Name: _____
Address: _____
City/State/Zip Code: _____
Telephone Number: _____
Company Name: _____
Contact Person: _____
Contact Person Title: _____
3. Name: _____
Address: _____
City/State/Zip Code: _____
Telephone Number: _____
Company Name: _____
Contact Person: _____
Contact Person Title: _____

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that

- He/she is legally authorized to bind the company hereby represented
- The company being represented is and has been authorized to do business in the area of food and food supply sales for a minimum of the past (5) five years
- The company is licensed to do business in Alabama
- The company is registered to with the Secretary of State
- Certify that he/she has examined and fully comprehends the requirements of and specifications for **FOOD and FOOD SUPPLY SALES FOR THE ELMORE COUNTY BOARD OF EDUCATION, CHILD NUTRITION PROGRAM**

We propose to provide **FOOD AND FOOD SUPPLIES** and guarantee that if the contract is awarded to us, we will provide **FOOD AND FOOD SUPPLIES** in accordance with your requirements and specifications.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE: _____

DATE: _____

PRINT/TYPE NAME OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____

(Officer of the Company)

U.S. DEPARTMENT OF AGRICULTURE Form AD-1048

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, Participant's 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)

- (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 debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal 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/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (1) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

HB56- Alabama Immigration Law Compliance

MEMORANDUM

To: CONTRACTORS AND GRANTEES
FROM: Chief School Financial Officer
DATE: December 13, 2018
RE: H.B. 56 – ALABAMA IMMIGRATION LAW
COMPLIANCE

The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow down requirements that went into effect on January 1, 2012. These requirements apply to entities that employ one or more employees in Alabama. The requirements are as follows:

1. PROVIDE your local school system (the Board) proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Immigration Law Compliance*;
2. SUBMIT to your local school system (the Board) an *E-Verify Memorandum of Understanding* if enrollment with E-Verify is required (entity has one or more employees);
3. PROVIDE your local school system (the Board) a signed *Notice of Alabama Immigration Law Compliance Contract Requirements*, which contains contractual provisions;
4. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance - Subcontractor*.

The requirements above, imposed by Alabama's Immigration Law, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state- funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."¹ As a Contractor or a Grantee, if these obligations do not apply to you, please indicate such on the attached affidavit by completing the appropriate certification.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement. Please submit these documents within 10 days of the receipt of this letter. Failure to submit this requested information will result in the removal of your company from the Winfield City Board of Education active vendor file. If you have any questions, please contact me at 205-486-9231 ext. 6.

¹ ALA. CODE §§31-13-9 (a) and (b). See [http:// www.ago.state.al.us/ File-Immigration-AL-Law-2011-535](http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535) . The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as §32-6-9. (the "Act")

² A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration.

This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §31-13-3(3).

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

OR

PART I – (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

I certify in my capacity as _____ (your position) for
_____ (name of contractor or grantee), that Contractor or Grantee DOES NOT
employ one or more employees in the State of Alabama: County of _____

PART II- (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

State of Alabama: County of _____

Before me, a notary public, personally appeared____(print name) who is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____(your position) for _____
(name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, the Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confining such program enrollment.

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant,

Sworn to and subscribed before me this _____ day of _____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public,

**Alabama Immigration Law Compliance Requirements to all Contractors of the Elmore
County Board of Education**

As a Contractor to the Elmore County 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 the Beason-Hammon- Alabama Taxpayer and Citizen Protection Act.

Under the law, every prospective contract entered into by the Board with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify (if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, the Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. The contractor shall also enroll in the E-Verify Program (if required) before performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. The contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project and shall include in all of its contracts a provision substantially similar to this paragraph. If the Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, job site, or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that either there is no formal written contract between the Board and the Contractor (such as where business is conducted by purchase order), or if the parties neglect or fail to include the above language in a formal written contract, this document shall serve as the Alabama Immigration Compliance Contract and the provisions set forth shall apply fully to the Contractor.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

_____	_____
Contractor Officer or Owner Signature/Date	Print Name/Title/Company

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE –SUBCONTRACTOR OR GRANTEE TO
LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act.

Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations. **State of Alabama:** County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows: As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations. I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Fonn I-9s for each of its current employees and has a good faith belief that it has complied with ALA.CODE§§31-13-9(c)and(d).

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant_____

Sworn to and subscribed before me this _____ day of _____ I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public:

Documentation of Non-Domestic Products:

Vendor Name:

Domestic Agricultural Product:

Storage Area for Product: Dry Cooler/refrigerator Freeze Country

of Origin of Non-domestic substitution:

Select Reason for Exception: (Choose One)

1. The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality
2. Competitive bids reveal the cost of the United States food or food product is significantly higher than the non-domestic product.
 - a. Price of the original domestic food product as bid has increase significantly above the Agricultural Marketing Services (AMS) and/or Consumer Price Index (CPI); and
 - b. The non-domestic product meets the required specifications of the domestic product.

Date range for the substitution:

Beginning Date:

Ending Date:

Supporting Documentation Provided: (Attach as needed)

- A. Documentation that the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality
- B. Documentation that the price of the original domestic food product as bid has increase significantly above the Agricultural Marketing Services (AMS) and/or Consumer Price Index (CPI)

Vendor Representative's Name (Print)

Vendor Representative's Name (Signature)

Date: _____

SFA Representative's Name (Print)

SFA Representative's Name (Signature)

Date: _____

CNP 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 D - Post Federal Award Requirement. §200.321 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\) through \(5\)](#) of this section.

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, 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 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.

(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 \(a\)](#) 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.

(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 \$250,000 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 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.

(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 [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

Title 7: Agriculture. PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart C—Requirements for School Food Authority Participation **§210.16 Food service management companies.**

(d) Duration of Contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

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.

(3) **Applicability to Hawaii.** [Paragraph \(d\)\(2\)\(i\)](#) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.

(e) **Restrictions on the sale of milk.** A school food authority participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in [§ 210.10\(d\)\(4\) of this chapter](#)) at any time or in any place on school premises or at any school-sponsored event.

(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, 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.

[[53 FR 29147](#), Aug. 2, 1988, as amended at [64 FR 50741](#), Sept. 20, 1999; [70 FR 70033](#), Nov. 21, 2005; [71 FR 39516](#), July 13, 2006; [72 FR 61491](#), Oct. 31, 2007; [76 FR 22607](#), Apr. 22, 2011; [77 FR 4153](#), Jan. 26, 2012; [81 FR 66489](#), Sept. 28, 2016]

I certify by signature below that I have reviewed the above federal provisions and will abide by them.

Bid Period: _____

Company

Signature

Address

Print or Type Name

Phone Number

Date