



**BESSEMER CITY  
SCHOOLS**  
*Teaching Effectively, Leading Successfully*

1621 5<sup>TH</sup> Avenue North  
Post Office Box 1230  
Bessemer, Alabama 35021  
Phone: (205) 432-3000 Fax: (205) 432-3085

**SUPERINTENDENT**  
Dana Arreola, Ed.D.

**BOARD MEMBERS**  
Lee Jones, President  
Terry Dawson, Vice-President  
Samuel Morris  
Renna Scott  
Remeka Thompson  
Margie Varner  
Anthony Williams

April 25, 2024

## **Bid # Abrams RD 23-40 REPOSTED**

### **Request for sealed bids for Abrams Elementary School Commercial Roll Up Doors has been reposted:**

Sealed bids for the Abrams Elementary School Commercial Roll up Doors for the Bessemer Board of Education will be accepted at its Central Office, 1621 Fifth Avenue North, Bessemer, Alabama until 12:00 P.M. (noon) May 15, 2024. The bids will be opened and read publicly on May 15, 2024 at 5:30 P.M.

It is the responsibility of the prospective bidder to make certain that the bids are received in the Finance Department before the scheduled bid opening. Any bids received after the designated date and time, will not be considered.

Under the Alabama Bid Law it is required for any contract exceeding \$10,000 that the bidder submit with his bid a certified check, a cashier's check, or a bid bond payable to the Bessemer Board of Education in an amount (subject to a maximum of \$10,000) equal to five percent (5%) of the bid. Original Bid Bond must be received with bid; copies are not acceptable. All bids must comply with the State Bid Law.

The bid will be awarded on a bottom-line item basis. Bid awards will be approved by the Board of Education at their next meeting after bid opening date.

**The Bessemer Board of Education expressly reserves the right to reject any or all bids and to waive all formalities in awarding this bid to the lowest responsible bidder.**

Two copies of the Bid Document are included. Please return one with your bid and keep the other one for your reference. **ENVELOPE SHOULD BE PLAINLY MARKED WITH THE BID NUMBER AND ADDRESSED TO:**

**BESSEMER BOARD OF EDUCATION  
FINANCE DEPARTMENT  
ATTN: PATRICIA STEWART  
1621 5TH AVENUE NORTH  
BESSEMER, ALABAMA 35020**

Advise your accounts receivable department to send all statements to the attention of Margaret New, Bessemer Board of Education, 1621 Fifth Avenue North, Bessemer, Alabama 35020. Bills will be paid monthly unless an unexpected delay in receiving funds from the Alabama State Department of Education is experienced.

If you have any questions, please contact Margaret New, Bookkeeper, Child Nutrition Program at (205) 432-3022.

**BESSEMER CITY SCHOOLS  
CHILD NUTRITION PROGRAM  
BID CHECK LIST**

\_\_\_\_\_ BID SECTION I (PG 3)

\_\_\_\_\_ CERTIFICATE OF NON-COLLUSION (Attachment 1)

\_\_\_\_\_ NON-COLLUSION AFFIDAVIT (ATTACHMENT 2)

\_\_\_\_\_ CERTIFICATION OF ELIGIBILITY (ATTACHMENT 3)

\_\_\_\_\_ CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS  
(ATTACHMENT 4)

\_\_\_\_\_ VENDOR GUIDELINES (ATTACHMENT 5)

\_\_\_\_\_ NON-SMOKING (ATTACHMENT 6)

\_\_\_\_\_ DRUG-FREE (ATTACHMENT 7)

\_\_\_\_\_ AFFIDAVIT E-VERIFY PROGRAM

\_\_\_\_\_ VENDOR'S RESPONSIBILITY BID BOND (ATTACHMENT 9)

ALL OF THE ABOVE ITEMS **MUST** ACCOMPANY RETURNED BID.

## **SCOPE OF WORK**

**The successful bidder will be responsible for removing existing roll up doors and disposal of said doors, and installation of new doors.**

**The successful bidder will be responsible for furnishing all materials, parts, equipment, and labor to successfully complete this project.**

**The successful bidder will be responsible for furnishing and installing the following items for one (1) Roll Up Sheet Commercial Door:**

- 1. Model: Rolling Steel**
- 2. Size: 8' x 7'**
- 3. Color: Grey**
- 4. Operation: Chain**
- 5. Frame: Welded Steel**

**One (1) Roll Up Sheet Commercial Door:**

- 1. Model: Rolling Steel**
- 2. Size: 12' x 7'**
- 3. Color: Grey**
- 4. Operation: Chain**
- 5. Frame: Welded Steel**

BESSEMER CITY SCHOOLS  
CHILD NUTRITION PROGRAM  
1621 5<sup>TH</sup> AVENUE NORTH  
BESSEMER, ALABAMA 35020

School Address:

JS Abrams Elementary Cafeteria  
1200 23<sup>rd</sup> Street North  
Bessemer, AL 35020

Manager: Darryl Bouyer  
205-432-3110

Contact Person:  
Margaret New  
205-432-3022

**Contract Section I**

Date Proposal Issued: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Name of Firm Submitting Bid Proposal: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

**1. Bid bond amount \$ \_\_\_\_\_ (if applicable)**

OUR BOTTOM LINE ITEM BID FOR SERVICES IS AS FOLLOWS:

**REQUIREMENTS:**

**See scope of work specifications**

Addendums Numbered \_\_\_\_\_ through \_\_\_\_\_ were received prior to my signing this proposal document.

I certify by my signature that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in this contract.

Signature \_\_\_\_\_

Print of Type Name \_\_\_\_\_

Title and Telephone Number \_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION**

State of \_\_\_\_\_ : Contract/Bid Number: \_\_\_\_\_

County of \_\_\_\_\_ •

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices (s) and the amount of bid.

**THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE:**

- This bid is the result of independent consideration and no other bidder or competitor has been involved.
- The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor.
- There has not been nor will there be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process.
- The signee certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signee of violations occur.
- \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and \_\_\_\_\_

(Named Firm)

employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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NON-COLLUSION AFFIDAVIT

I state that \_\_\_\_\_ understands and  
(Name of Firm)  
acknowledges that the above representations are important, and will be relied on by the  
Bessemer Board of Education. In awarding the contract(s) for which this bid is  
submitted. I understand and my firm understands that any misstatement in this  
affidavit is and shall be treated as fraudulent concealment from the  
Bessemer Board of Education of the true facts relating to submission for this  
contract.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

SWORN TO AND SUBSDIBED BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_

ATTACHMENT 3

CERTIFICATION OF ELIGIBILITY

The prospective bidder 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.

\_\_\_\_\_  
Organization Name

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

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

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

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

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

**A D D R E S S :** \_\_\_\_\_

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

**TELEPHONE:** \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VENDOR GUIDELINES FOR WORKING IN AND DELIVERING TO BESSEMER CITY SCHOOLS**

1. **NO** weapons on school grounds.
2. **NO** illegal substances on school grounds.
3. **NO** smoking on school grounds.
4. **Visible identification required at all times.**
5. **NO** contact or communication with students.
6. **Appropriate language used at all times.**
7. **Advance notice must be given for after hour work, including areas to which access is needed.**

\_\_\_\_\_  
Organization Name

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

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SMOKING AND THE USE OF TOBACCO PRODUCTS  
ON SCHOOL PROPERTY

To promote the welfare of the young people entrusted to its care and in recognition of the acknowledged harmful effects of cigarettes and other tobacco products both to the smoker and those around him/her, the Board prohibits smoking and the use of other tobacco products in all buildings of the Board at all times.

Smoking and the use of other tobacco products are prohibited on the grounds of all Bessemer Board of Education facilities at any time.

The policy applies to students, employees of the Board, and to visitors on the property of the Bessemer schools. Smoking and tobacco usage policies and sanctions, which are a part of the Code of Student Conduct, are extensions of this policy and are not limited by its scope. Employees in violation of this policy will be reprimanded.

LEGAL REF.: Code of Alabama § 16-1-30; Alabama Administrative Code, 290-030010-06,  
Regulations Governing Public, Non-Public Accredited and Non-Accredited Schools

\_\_\_\_\_  
Organization Name

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

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Drug-Free Workplace

It is the policy of the Bessemer Board of Education that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined by 21 U.S.C. § 812) or alcohol in the Board's workplace is prohibited. Any employee on school premises or as part of school activities or school sanctioned activities who unlawfully manufactures, distributes, dispenses, possesses, or uses or who is under the influence of drugs or other controlled substances, for which the employee has no prescription from a duly licensed physician, is subject to disciplinary action up to termination or cancellation of contract. No employee, who is impaired by any illegal drug or by alcohol, will report for work, will work, or be present in the workplace. Employees who are so impaired or who possess, use or distribute illegal drugs or alcohol in the workplace are subject to the disciplinary procedures of the Board, including possible dismissal.

"Workplace" means any vehicle, office, building, classroom, or property (including parking lots) owned or operated by the Board or any other site at which an employee is to perform work for the employer. An "employee" of the Board is any individual receiving remuneration for services rendered. "Possess" means to be contained either on an employee's person or in an employee's motor vehicle, tools or areas entrusted to the control of the employee. "Impaired" means under the influence of an illegal drug or of alcohol such that the employee is unable to perform his/her assigned tasks properly.

"Designated employee" shall include employees subject to the provisions of 49 C.F.R. Part 40 of the Omnibus Transportation Employees Testing Act of 1991. Designated employees shall include those persons applying for or holding positions requiring a commercial driver license (CDL) and/or sensitive transportation related and maintenance positions.

Any employee with information of the possession, use or distribution of illicit drugs or alcohol on school premises or as part of any school or school sanctioned activity is required to report such information to the Principal, Superintendent, or other appropriate school authority.

The immediate supervisor is to be notified by the employee of any criminal drug or alcohol statute conviction (including driving under the influence of alcohol or drugs — DUI) within five (5) days of the conviction. Upon learning of such conviction, each supervisor shall immediately notify the Superintendent of a drug or alcohol status conviction of any employee.

Any employee who violates this prohibition will be: 1) required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program and/or 2) subject to appropriate personnel action, which may include but is not limited to reprimand, suspension with or without pay, and/or termination.

It is the policy of the Board to maintain a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and make available information pertaining to drug counseling, rehabilitation, and employee assistance programs.

All employees will receive a copy of the Drug-Free Workplace Policy and one shall be posted in a prominent place in each building owned or operated by the Board. This policy applies to all employees as a condition of employment and all must abide by the terms of this policy.

LEGAL REF.: Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F; Code of Alabama § 16-1-14, 16-1-24.1

## Drug-Free Workplace

\_\_\_\_\_  
Organization Name

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

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT 9

**Compliance with Bonding Requirements:** Under the Alabama Bid Law it is required for any contract exceeding \$10,000.00, that the bidder submit with his bid, either a certified check, a cashier's check, or a bid bond payable to the Bessemer Board of Education in an amount (subject to a maximum of \$10,000.00 equal to five percent (5%) of the bid). All bids must comply with the State Bid Law. The successful bidder may be required to furnish a performance bond in the amount of 100% and not less than 50% of the contract price.

***The amount of bid bond or check that is being enclosed is \$ \_\_\_\_\_***

***Bonding Company: \_\_\_\_\_***

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**Authorized Signature**

**Title**

**Date**

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 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.



GENERAL INFORMATION- REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

- (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 government wide 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 §200.322 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.

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

GENERAL INFORMATION- REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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

GENERAL INFORMATION- REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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.

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, audiotope, 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/ad-3027.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](mailto:Program.Intake@usda.gov)

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