

AUTAUGA COUNTY BOARD OF EDUCATION

Child Nutrition Program

127 West 4th Street

Prattville, Alabama 36067

September 16, 2024

BID # 24-01

COMPETITIVE NEGOTIATION FOR BEVERAGE PRODUCTS AND RELATED
PRODUCTS and SERVICE -REQUEST FOR BID:

You are invited to submit sealed bids for beverages and related items for the Autauga County Board of Education Child Nutrition Program. Bids will be received at the Child Nutrition Office located at 127 West 4th Street, Prattville, Alabama, 36067, until 9:00 a.m. on September 30, 2024, at which time they will be publicly opened and read. **This is an all or none basis bid.**

The Board is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Board, or any other means of delivery employed by the bidder. Similarly, the Board is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time indicated. Late bids/proposals will be retained in the bid/proposal file, unopened.

A bid by a supplier must be submitted to provide beverage products to all schools in the school system (a list of schools is attached).

Each returned bid should contain the following:

1. Vendor Information Form (enclosed)
2. Proposal Form (enclosed)
 - a. Please notice last page to add any smart snack items that may not be listed on the proposal form
3. A smart snack analysis for each item must accompany your bid proposal
4. USDA Form AD-1048 (enclosed)
5. USDA Form AD-1049 (enclosed)
6. E-verify documentation

If something is not in your bid packet, or you have questions pertaining to this bid, contact Audra Segers at (334) 361-0805, or at audra.segers@acboe.net.

The Board of Education reserves the right to reject any or all bids and to waive informalities.

Please read the Required Federal Provisions for Procurement in CNP Programs (included in bid). Child Nutrition is a federally funded program and must adhere to federal regulations such as, Buy American, geographic preference, Clean Air Act, Davis-Bacon Act, etc. The most current non-discrimination statement is at the bottom of the "Required Federal Provisions for Procurement in CNP Programs".

Acceptance of gifts from contractors and the offering of gifts by contractors is prohibited. Violations of this provision are punishable under the laws of the State of Alabama.

QUALITY:

- A. The intent of this bid is to obtain beverages for use in the school food service program, which will give the best possible quality for the best possible price. If the quality of any successful bid item is not accepted as to standards of taste and appearance, then the bid may be canceled.
- B. While price will be a primary consideration in making awards for items meeting specifications, **the opinion of the CNP Director must be reserved as to certain desirable characteristics, such as taste and appearance.** Any items that a company would like to submit as a sample, needs to be done no later than September 25, 2024. Please call to arrange a time for delivering samples.
- C. All items must be guaranteed to meet the USDA's smart snack beverage standards. **Items may not be sold to schools that do not meet these standards.**

DEFAULT:

- A. In case of default of meeting bid requirements, and repeated delays of the successful bidder, the Board reserves the right to terminate the purchase order or contract and to purchase similar products, or services on the open market until the bid can be awarded to the next successful bidder.
- B. Contractors shall comply with Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. Contractors shall, to the maximum extent, utilize domestic commodities. The legislation defines "domestic commodity or product" as one that is produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" shall mean that over 50 percent of the final processed product shall consist of agricultural products that were grown domestically. Failure to abide by this provision shall result in the cancellation of the contract, the refund of all funds paid toward the purchase of such products, and the removal of the contractor from doing business with agencies of the State of Alabama for a period of not less than five (5) years.

NON-DISCRIMINATION STATEMENT:

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

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

This institution is an equal opportunity provider.

DELIVERY:

- A. If at any time, the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the school system, without the consent of the CNP Director, such a delivery shall constitute grounds for the cancellation of the contract.
- B. Delivery dates need to be set and agreed upon by both parties. Contact the Child Nutrition Director after bid is awarded to agree on the day(s) of the week deliveries will be made.
- C. Delivery points will be twelve (12) schools per delivery.

INVOICES:

Invoices must reflect the correct amount of each item bid. If not, it is not the responsibility of the board of education to correct this problem with the company. ACBOE will correct their invoices in house and pay accordingly. The company will be responsible for the

research required to correct invoices. If it becomes an ongoing issue, it is grounds for termination of the contract between the company and the board.

EQUIPMENT:

Awarded bidder will be required to provide refrigerated reach-in merchandisers or refrigerated dispensing equipment for product if so desired. Awarded bidder will be responsible for any repair of the equipment. Refrigerated service time cannot exceed 24 hours. School is responsible for proper upkeep and cleaning of any equipment supplied by vendor.

BID AWARD:

The bid award will be approved by the school board based on the recommendation of the CNP Director. The contract will be between the vendor and the Child Nutrition Department. Price may only be adjusted annually and shall take place at the time of renewal unless agreed upon by both parties.

CONTRACT PERIOD:

This bid shall cover 2024-2025 school year.

CONTRACT DURATION:

The duration of this contract shall be for 2024-25 school year. The Board of Education reserves the right to extend this contract for four (4) additional twelve (12) month periods and shall be renewed by July 1st each year. Any contract extension is contingent upon written approval of both the contractor and the Board of Educations.

Audra Segers

Audra Segers, CNP Director

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

TITLE 2: Grants and Agreements

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

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

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

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

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

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

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

(E) **Davis-Bacon Act**, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must

place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(K) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Title 7: Agriculture

Part 210-NATIONAL SCHOOL LUNCH PROGRAM

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

(A) Buy American –

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

(B) Cost reimbursable contracts –

- (1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
 - (ii) a. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
b. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
 - (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 - (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 - (vi) The contractor must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- (2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(C) Geographic preference

- (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase 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. **Autauga County considers the state of Alabama as local when purchasing fresh fruits and vegetables.**
- (2) For the purpose of applying the optional geographic procurement preference in paragraph (3) of this section, **"unprocessed locally grown or locally raised agricultural products"**

means all products raised or produced by tillage and cultivation of the soil, pasture grasses, orchard products, trees in their raw state and products produced by livestock, such as, milk, eggs, etc. in the state of Alabama.

The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

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

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, 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: [USDA Program Discrimination Complaint Form](#) from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **Mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue,
SW Washington, D.C. 20250-9410; or
2. **Fax:** (202) 690-7442; or
3. **Email:** program.intake@usda.gov.

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

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The Regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntary excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

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

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

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

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

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - “Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - “Employee” means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all “direct charge” employees; (ii) all “indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

VENDOR INFORMATION

Name: _____

Address: _____

Street Address

Suit/Unit #

City

State

Zip Code

Phone: () _____ Alternate Phone () _____

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

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

- The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with the Autauga County School System.
- The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE DOCUMENTS** are ATTACHED with the Bid Response.

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

EMPLOYEE SIGNATURE

DATE

| Item/Item Specifications | Vendor Brand | Flavor Listing | How Packed | Unit Cost |
|--|--------------|----------------|------------|-----------|
| <p>Fruit Juice and Fruit Juice Blends 100% juice and juice blends, 9-11 oz. plastic bottle. Assorted flavors- a minimum of four different flavors.</p> | | | | |
| <p>Isotonic Non-carbonated, caffeine free, plastic 20 oz. bottle. Assorted flavors. No calorie/Low calorie.</p> | | | | |
| <p>Isotonic Non-carbonated, caffeine free, plastic 12 oz. bottle. Assorted flavors – a minimum of four different flavors.</p> | | | | |
| <p>Soft Drink, Carbonated 20 oz. Plastic bottle, no calories Assorted flavors.</p> | | | | |
| <p>Milk, Light 11.5 oz. plastic bottle. Source of protein. Assorted flavors.</p> | | | | |

Company _____
 Date _____
 Signature _____

| Item/Item Specifications | Vendor Brand | Flavor Listing | How packed | Unit Cost |
|---|--------------|----------------|------------|-----------|
| Water, Flavored Water, Flavored, 13-19 oz. Plastic bottle. No calories | | | | |
| Water, Unflavored Water, Plain, 19.1-22 oz. Plastic bottle. | | | | |
| Water, Flavored Water, Flavored, 19.1-22 oz. Plastic bottle. Assorted Flavors. No calories, no sugar. | | | | |
| Water, Vitamin Enriched Plastic 19.1-22 oz. bottle, assorted flavors. No calories | | | | |
| Tea Tea, Diet. 18.5 oz. plastic bottle. No calorie. | | | | |
| Tea Tea, Unsweetened. 18.5 oz. plastic bottle. No calorie. | | | | |

Company _____
 Date _____
 Signature _____

| Item/Item Specifications | Vendor Brand | Flavor Listing | How Packed | Unit Cost |
|--|--------------|----------------|------------|-----------|
| Water, Naturally Fruit Flavored 9.5-11 oz., plastic bottle with spill proof lid, assorted flavors | | | | |
| Water, Sparkling 11-13 oz. can. Assorted Flavors | | | | |
| Soft Drink, Carbonated 11-13 oz. can., no calories, assorted flavors | | | | |
| Fruit Juice and Fruit Juice Blends 100% juice and juice blends, 11.1-13 oz. plastic bottle. Assorted flavors- a minimum of four different flavors. | | | | |

Company _____
 Date _____
 Signature _____

Company _____

Please list any other items that are approved for beverage sales under the Child Nutrition federal guidelines. Include specification sheets for these items and/or samples.

| Item/Item Specifications | Vendor Brand | Flavor Listing | How Packed | Unit Cost |
|--------------------------|--------------|----------------|------------|-----------|
| | | | | |
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