

## CONTRACT SECTION I – REQUEST FOR BID

Date Issued: September 17, 2024

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Items: Bread and Bakery Products Bid #24-02  
County Bidding: Autauga  
Type of Contract: ANNUAL BOTTOMLINE  
Period: October 9, 2024 – June 30, 2025  
Proposal Opening: 9:00 a.m. on October 1, 2024  
Mail Proposals To: Hand deliver to the address below or mail to:


Autauga County Board of Education  
Child Nutrition Program  
127 West 4<sup>th</sup> Street  
Prattville, Alabama 36067

ENVELOPE SHOULD BE PLAINLY MARKED  
“BID” WITH DATE AND TIME OF OPENING.

Conditions: In strict accord with Sections I through V.

Contact: If you have questions concerning the Request for Bid, please contact:

Audra Segers, CNP Director: 334-361-0805.

  
Audra Segers, CNP Director

CONTRACT SECTION I (continued)

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Date Bid Issued: September 17, 2024

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

Name of Firm Submitting Bid:

Mailing Address:

Telephone:

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

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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 contract Sections II and III.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

## SECTION II

### 2.0 GENERAL INSTRUCTIONS

#### 2.1 General Conditions:

The bid shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special condition shall take precedence.

#### 2.2 Bidder Responsibility:

It shall be incumbent upon each bidder to understand the provisions of this bid document and, when necessary, obtain clarifications prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provisions set forth herein.

#### 2.3 Clarification:

If a clarification is required the request shall be made by calling or emailing, to the Autauga County Child Nutrition Office no later than seven (7) working days prior to the time and date set for the bid opening. The Child Nutrition Office will respond to the phone call or email, or in the form of a written addendum (that will be emailed) if it is determined that all prospective bidders should have benefit of the clarification. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

#### 2.4 Brand Identification:

Brand identification is not applicable to this bid. Bidders must bid on the specific products cited in this Bid Document.

#### 2.5 Error in Bid:

NO BID will be altered, or amended after the specified time and date set for the bid opening.

Unit cost shall be defined for the purposes of this document, to mean the delivered cost of a specific bid unit and is to include any applicable freight cost and any other associated costs.

#### 2.6 Submission of Bid:

Bids shall be submitted in compliance with the following criteria:

- a. Bids must be submitted signed and sealed to the location specified on the Invitation to Bid. The bid file number, time and date of bid opening and the term, "Bread Bid" shall be noted on the face of the envelope in the lower left corner.
- b. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. Bid sent via regular or express mail must be sent to the:  
Autauga County Board of Education  
Child Nutrition Program  
127 West 4<sup>th</sup> Street  
Prattville, Alabama, 36067.
- c. 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, and bid/proposal responses, which are received later than the date and time indicated in Section I. Late bid/proposals will be retained in the bid/proposal file, unopened.
- d. Faxed bids will not be accepted.
- e. Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. Signed bid form must be original signature.
- f. The bid contract must be used without alterations.
- g. All forms that are required to be sent back shall be in a sealed envelope with the company name, bid file number and opening date on the outside of the envelope. It should be marked "Bid Documents". Bid documents shall be placed in an envelope as set forth above for mailing or delivery to the Autauga County Child Nutrition Program. It shall not be necessary that any other sections of this document be returned with the bid. The envelope containing Bid Document shall be plainly marked in the lower left corner "Bid # 24-02" and shall have the name and return address of the bidding company appropriately shown on the face of the envelope.

2.7 Bid Acceptance:

The Autauga County Child Nutrition Program reserves the right to reject any or all bids, to waive any informality and unless otherwise specified by the bidder, to accept any item on the bid.

2.8 Award:

- a. Contracts will be established between the lowest responsible, responsive bidder and Autauga County. 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 CNP. **The company that can offer the most products that are featured on the bid at the lowest price will be awarded the bid.**

b. CNP reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of Autauga County Board of Education, bids submitted by that bidder will be rejected.

**c. 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, 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/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](mailto: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.

1. Delivery Ability:

Bidder must demonstrate or has demonstrated to the county the ability to promptly and efficiently deliver all the items on the bid list.

2. Capacity:

Bidder must demonstrate to the county that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

3. Reliability:

For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible, if for any reasons other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

4. Accounting Procedures:

A bidder, to be considered for award, must clearly demonstrate to the county the capability to provide accurate, legible, reliable and timely invoices, statements, and credits. They must demonstrate the ability and capability to provide any and all data. **Invoices must be legible, if not invoices will not be paid until a legible one can be supplied.**

**Any substitutions shall be paid at the lesser price. Also, substitutions of a lesser quality or a cheaper brand MUST be approved by the CNP Director. The awarded vendor is responsible for gaining this approval before deliveries are made. If this happens on numerous occasions, it is grounds to terminate the bid between the vendor and the county.**

5. Facilities and Equipment:

Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. The county reserves the right to pre-qualify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the food items requested in these specifications. The facilities and operating practices must, at all times, must comply with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.

6. Delivery Equipment:

Bidders must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient day to day delivery schedule to participating entities within the bidder's region of responsibility. The county does not presume to dictate the type of trucks or tractor trucks necessary to accomplish an efficient day to day delivery schedule. However, bidders should know that all delivery sites do not provide state-of-the-art unloading and food handling facilities. Some sites in fact, fall far short of that standard. Some sites will not accommodate trailer rigs and in fact are not easily accessible with bob trucks having overall lengths in excess of twenty-seven (27) feet. Bidders having no experience in making deliveries to the sites in the district being bid should visit all sites to see where delivery will have to be made for each school.

7. Review Process:

After bids have been opened and tabulated, the bid evaluation team will check all aspects of the low bidder's proposal. If the proposal is found to be error free and does, in fact, represent the lowest responsible offering, that bid will then be recommended for approval. If, however, an error is discovered and the error is a mistake in the extension, the correct extension will be applied. Should a corrected extension cause the bid price to be escalated to such an extent that the bid was no longer "low", then the same evaluation would be applied to the next low bidder's offering until a true low bid would be selected.

2.9 Taxes:

Purchases made under provisions of any contract established as a result of this invitation are exempt from federal, state and local taxes unless otherwise noted and bidders should quote prices which do not include such taxes.

2.10 Gifts, Rebates, Gratuities:

Acceptance of gifts from contractors and the offering of gifts by contractors is prohibited. No employee of the county or any other entity purchasing or receiving bread under provision of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, and gift, rebate or gratuity. Violations of this provision are punishable under the laws of the State of Alabama.

2.11 Alternate Bids:

Alternate bids will not be considered unless specifically requested by the provisions of this bid document.

2.12 Substitute Distributor:

The term substitute distributor for purposes of this document shall mean the distributor selected to take over the administration of a contract cancelled by the original contractor. The selection of a substitute contractor may result in awarding the contract to the next low responsible bidder based on the bids received when the original award was made or the selection may be made on the basis of a new competitive bid process. If the latter is the case, a bid from the distributor causing cancellation will not be considered.

2.13 Cancellation:

This contract shall be in effect for the period of **October 9, 2024 until June 30, 2025** unless cancelled for justifiable cause by the county. If this should be the case, the contract would be offered to the alternate contractor. If the alternate distributor will not accept and a re-bid is required, the prime distributor who was cancelled by the consortium will not be permitted to bid. Further, that distributor, by having the contract cancelled for justifiable cause, may have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period.

If a distributor cancels a contract, the stipulations applicable to a cancellation imposed by the consortium will apply.

2.14 Standard Contract Conditions:

- a. This contract shall be governed in all aspects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama and the United States.



b. Contractors providing service under this invitation for bids, herewith, assure the consortium that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.

c. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulation (41 CFR Part 60).

d. State Sales Tax Exemption information will be issued upon request.

e. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

f. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Autauga County – CNP, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said material during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

g. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.

h. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

i. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

j. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statues if applicable.

2.15 Assignment:

The contractor shall not assign, sell or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the consortium. Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

2.16 Product Requirements:

1. Product Specifications:

All bread shall be made from white flour (unless specified otherwise) enriched according to U.S. Government standards and shall meet the requirements of the State with respect to quality and wholesomeness.

- a. Quality – When delivering bread on a weekly basis, contractors are required to deliver bread which is “strictly fresh”, since the product may be held on premises for seven (7) days. “Strictly fresh” indicates that the bread was baked not longer than twenty-four (24) hours prior to delivery.
- b. Variety – Contractor shall advise Autauga County – CNP of bread variations, which may either, improve consumer acceptance, add variety to menus or provide greater value.

2. Product Protection Guarantees:

Participating Organizations have “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

3. Import Products:

The Buy American Provision of the National School Lunch Act requires that we purchase and use only domestic product.

Contractors shall comply with Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. Contractors shall, to the maximum extent possible, 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 per cent 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.

4. Brand “Quoting On”:

Not applicable to this bid.

5. Units of Purchase:

The Unit of Purchase is specified on Bid Proposal Form.

6. Estimated Usage:

Estimates are for bidding purposes only. This **does not constitute a commitment to purchase this quantity during the time of this contract.**

## SECTION III

### 3.0 SPECIAL CONDITIONS

#### Scope

#### 3.0.1 Purpose:

The purpose of this Invitation to Bid is to establish a contract between Autauga County Child Nutrition, and Distributors for bread and bakery products and the distribution of those items. This contract will establish a maximum price that participating schools will pay for any item covered by the contract during the term of that contract.

The successful distributor(s) will be responsible for purchasing, warehousing and distributing the bread and bakery products. Distributors are obligated to furnish the items covered by the contract at prices that do not exceed the contract price.

#### 3.0.2 Contract Duration:

The duration of these contracts shall be from **October 9, 2024**, through **June 30, 2025**.

**The Board of Education reserves the right to extend this contract for four (4) additional twelve (12) month periods. Any contract extension is contingent upon written approval of both the contractor and the Board of Education.**

#### 3.0.3 Definitions:

##### a. Damaged Item:

The term “damaged” for purposes of this document, shall refer to an item that has sustained a damage that would allow spillage from the original container, a loss or disfigurement of a label that would hamper identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

##### b. Current Label:

Current Label shall refer to a product that can be substantiated as “fresh” by being tied to the code date of the containers.

### 3.1 SPECIAL CONDITIONS

#### 3.1.1 Alternate Bids:

Alternate bids will not be considered unless specifically requested in these specifications.

3.1.2 Firm Bid Price: Applicable.

3.1.3 Packaging:

All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.

3.1.4 Default:

In case of default on the part of a distributor, the county may elect to have those entities affected by the default purchase and receive needed items from other sources until a substitute distributor is designated. **In such cases, the contractor in default will be held liable for any cost differential between the approved contract price and the acquisition cost of items purchased from another source.** Provided, however, that items purchased by the entities in this manner shall be approved equal in quality and quantity to those required by the specifications. The contractor in default will not be expected to pay a price differential on a product considered by the industry to be superior in quality to the product specified in the original bid invitation.

3.1.5 Contract Application:

The terms and conditions set forth in this invitation for bids shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this invitation and any assurances made by the successful bidder in satisfaction of the Invitation for Bids shall become a part of the agreement between the county and the successful bidder. The county shall have the right to rely upon documents and assurances submitted by the bidder.

3.1.6 Delivery Times, Terms and Places:

- a. **Ordering procedure will be established before the school year begins or when the contract is established between the county and the bread company. This procedure will include set delivery days, route and estimated times of delivery. If the driver is going to be late due to truck problems, bread delivery late at factory, etc. a courtesy call will be placed to all managers or email sent immediately. Contractor may attend first manager's meeting or coordinate with Director to determine best method of ordering.**
- b. **All twelve schools must be able to be serviced by the awarded company.** All sites require delivery nine (9) months per year. Sites may have additional delivery months if summer feeding is offered.

- c. **The frequency of delivery shall be a minimum of two deliveries per week or a schedule agreed upon between the individual board of education and contractor. Many schools are not able to store bread when getting a delivery once a week. This must be considered when submitting a bid.**
- d. Deliveries shall be completed between the hours of 6:30 a.m. and 3:00 p.m.
- e. Holiday deliveries – Holidays shall be defined as any week that has less than five (5) working days.

If the holiday falls on a scheduled delivery day, the delivery shall be made the next working day or on a day to be mutually agreed upon by the organization and the successful contractor.

- f. The county shall be required to provide a list of observed holidays and other closings to the contractor serving their region so the contractor does not make an unnecessary delivery trip. The contractor shall review this list prior to scheduling deliveries.

#### 3.1.7 Delivery Schedules:

- a. Initial delivery schedules shall be submitted to participating entities and to the county by the awarded vendor.
- b. Drivers and helpers shall deliver merchandise to designated areas.
- c. **Under no circumstances should bread products ever be left outside.** Drivers or helpers shall not be required to stow bread products on shelves. The contractor will retain liability of product until such time as the local organization receipts for the product.
- d. Drivers and helpers shall request the authorized receiver or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each item and condition of merchandise. Each delivery ticket shall be signed by a designated receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated receiver and initialed by both the truck driver and receiver.
- e. Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.
- f. If deliveries are made wherein shortages or damaged items are noted, the contractor will be required to make “next day” deliveries to correct the discrepancies. The participating entity may elect to have the merchandise at some other time.

3.1.8 Payments:

All invoices for products received and accepted prior to the last working day of the month shall be paid on or before the 15<sup>th</sup> of the next month. Distributor will notify the CNP Office of any delinquencies.

3.1.9 Decimals:

Any mathematical calculation that involves decimals shall be treated as follows:

- a. You may take decimals to the fifth digit or more for computation purposes. However, for final delivery unit cost you will round off to the next higher figure if the third digit is 5 or greater. Round off to the lower figure if the third digit is 4 or less.
- b. In determining final delivery unit costs decimals will be carried only two (2) places.

## **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, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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

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

This institution is an equal opportunity provider.

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

**U.S. DEPARTMENT OF AGRICULTURE**

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

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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.

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Organization Name

PR/Award Number or Project Name

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

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Signature(s)

Date

**Form AD-1048 (1/92)**

## **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](http://www.dhs.gov/e-verify).

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

## SECTION V

### 5.0 BID INSTRUCTIONS

#### 5.1 Bid Package:

The bid package consists of the following

- Section I Request for Bid\*
- Section II General Instructions
- Section III Special Conditions
- Required Federal Provisions for Procurement in CNP Programs
- Section IV Debarment Certification (Form AD-1048)\*
- Form AD-1049 USDA Certification Regarding of Drug-Free Workplace\*
- Section V Bid Instructions
- Section VI Bid Proposal Form\*
- List of Delivery Sites

#### 5.2 E-Verify: E-verify forms are required for this bid to be considered complete\*

#### 5.3 Contract Section I-Request for Bid Form: (Return this form completed)

All information requested on the Request for Bid (Section I) form must be completed.

#### 5.4 Section IV Debarment Certification Form: (Return this form completed)

Section VI Bid Proposal Form: (Return these forms completed)

Form AD-1049 USDA Certification Regarding Drug-Free Workplace Requirements (Return this form completed)

#### 5.5 Bid Proposal Form:

Bids must be presented on the form supplied herein or a copy of that form.

**\*All items marked with an asterisk must be returned**

Please fill out all blanks

Item Number	Specifications	Estimated Quantities	Price per unit
1	Buns, 4" Hamburger, WGW, 51% or higher Brand: How packed:	19000 12 ct./pack	
2	Buns, Hot Dog, WGW, 51% or higher Brand: How packed:	4000 16 ct./pack	
3	Sliced Bread, WGW, 20 oz Brand: How packed:	9000 loaves	
4	Dinner Roll, WGW Brand: How packed: Size or ounces per roll:		
5	Dinner Roll, Enriched Brand: How Packed: Size or ounces per roll:	2000 32 ct./pack	
6	Sub Roll, WGW Brand:	4000 6 ct./pack	

Vendor Name \_\_\_\_\_

	How Packed:		
	Size or ounces per roll:		
7	Slider Roll		
	Brand:		
	How packed:		
	Size or ounces per roll:		

Vendor Name \_\_\_\_\_