



JENNIFER BOYD
SUPERINTENDENT

LANETT CITY SCHOOLS

105 NORTH LANIER AVENUE
LANETT, ALABAMA 36863
TELEPHONE: 334-644-5900
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BOARD OF EDUCATION

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September 23, 2022

Invitation to Bid-Milk Service-IFB 02-CNP22

Submission Procedures: The Lanett City Board of Education will receive bids for milk service for the school system's Child Nutrition Programs until **9:00 AM eastern standard time on October 6, 2022**. All bids must be received at the Lanett City Board of Education, Attention: Julianne Ponder, CNP Director, 105 North Lanier Avenue, Lanett, Alabama, 36863. Each bid must be submitted in a sealed envelope with the **company name, opening date & time, and "IFB 02-CNP22 Milk Service" marked on the front**. Any bid received after the designated bid opening date/time will be deemed late and will not be considered by Lanett City Schools. Faxed or emailed bids will not be accepted.

Prices Quoted: Bid pricing must include any and all delivery charges. Delivery and installation requirements will be as specified in the General Terms and Conditions. Prices quoted **MUST** remain firm for the requested contract term. Purchases made by Lanett City Board of Education (BOE) are not subject to Federal Excise Tax or State and Local Sales Tax. Tax Exemption documentation will be furnished upon request.

Bid Opening Location/Date/Time: Lanett City Board of Education, 105 North Lanier Avenue, Lanett, AL 36863 on October 6, 2022 at 9:00 AM eastern standard time. Bids will be publicly opened and read promptly at 9:00 AM. Please note any requirements listed on the response form and bid specification sheet.

Award: Bid will be awarded to the responsible & responsive bidder based on the following items: lowest total pricing, conformity with specifications, terms of delivery, minimum order requirements, and dates of delivery. The bid may be awarded in entirety or by line item, whatever is deemed in the best interest of the district represented. The Lanett City BOE reserves the right to accept or reject any and all bids submitted.

Contract Period: The bid contract period shall begin October 11, 2022, or as soon as possible after the bid award and end July 31, 2023. The contract may be renewed for an additional 2 years upon mutual agreement between the parties.

Bid Questions: For questions regarding the bid, please contact Julianne Ponder, Lanett City Schools CNP Director, at jponder@lanettcityschools.org

GENERAL TERMS AND CONDITIONS

Items in this bid may be awarded to more than one vendor. Fresh milk service is preferred however, shelf stable milk products are acceptable as well. Prices for fresh milk in paper or plastic cartons will be grouped together for price comparison, and prices for shelf stable milk will be grouped together on the basis of **the price of each unit multiplied by the estimated quantity and the total of extended prices** with all standards of quality for each item as described being met.

Prices/Escalation/De-escalation Clause: All prices quoted shall be firm against any increase until a new Federal Market Order goes into effect, **must include transportation (any fuel surcharge, if applicable) and delivery.** This bid will be based on the current raw milk prices. The price of milk may be adjusted 0.001 of a cent per half pint up and down for every 15 cent change in a hundredweight of raw milk in the Federal Market Order as set by the United States Department of Agriculture.

When the escalation clause is exercised, official documentation of the change in the purchasing price of raw milk (copies of all Federal Market Orders since the last price change and calculation sheets), must be provided to each CNP Director before the change can be enacted.

Delivery: Delivery service of at least twice weekly is preferred for fresh milk service; however Lanett City BOE & Opelika City BOE will work with the approved vendor in the most advantageous way. Delivery service for shelf stable milk should be at minimum weekly due to limited storage capacity. Increased delivery days are preferred.

Specifications: All milk should contain vitamins A & D and be Grade A quality. Low-fat and skim milk are required to be fortified with vitamin A at levels specified by the Food & Drug Administration; added vitamin D must also meet the Food & Drug Administration's specifications. Milk must be fluid and packed in half pint servings. For the purpose of this bid, items should be 1% unflavored milk, fat free flavored milk, and lactose free milk. Items must meet state and local standards for fluid milk and be produced and processed in the United States or its territories. The product shall have a shelf life of at least 7 days from the delivery date for fresh milk and at least 30 days from the delivery date for shelf stable milk. Products must be marked with a "Use By", "Best By", or "Sell By" date.

Termination of Contract: The contract may be terminated for cause by either party with a sixty (60) day written notice if the successful contractor fails to perform at the level specified in the contract document or if the Lanett City Board of Education fails to meet payment methods. Lanett City Schools may also at any time terminate any resulting contract for convenience and in such an event, Lanett City Schools will be responsible to the successful bidder only for the reasonable cost of any services or product already provided to Lanett City Schools at the time of such termination.

Section 104(d) of the Williams F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. Known as the **Buy American Provision**, vendors will be required to sign the Attestation Statement verifying that products delivered to Lanett & Opelika City Schools contain more

than 51% domestic content and are processed in the US or US territories. Non-compliance of the **Buy American Provision** may result in termination of the contract.

Section 9 of the Alabama Immigration Act No. 2011-535

(<http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535>) requires contractors to provide the Alabama Department of Education with an **Affidavit of Immigration Compliance and the contractor's E-Verify Memorandum of Understanding** as a condition of the award of any contract. **These two documents must be included with the bid.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. A contractor can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.dhs.gov/e-verify.

The vendor's representative must complete and sign the following documents:

- Vendor Questionnaire (p. 7)
- Vendor Certification/Data Sheet (p. 8-9)
- Bid Sheet/Buy American Attestation (p.10-12)
- Debarment Certification (p. 14)
- E-Verify Memorandum of Understanding (p. 16)
- Alabama Immigration Compliance Contractor (p. 17)
- Alabama Immigration Compliance Subcontractor (p. 18)
- Required Federal Provisions Sheet (p. 22)
- Product Specification Sheets- **TO BE INCLUDED WITH BID BY VENDOR**

Envelopes containing bids should be sealed and clearly marked **"RFP 02-CNP22 Milk Service"** on the outside. Bids should be mailed or hand delivered to the following address **no later than 9:00 AM eastern standard time on October 6, 2022**, Julianne Ponder, CNP Director, 105 North Lanier Avenue, Lanett, AL 36863.

GENERAL INSTRUCTIONS TO BIDDERS

Listed below are instructions to bid on milk service for the Child Nutrition Program of Lanett City Schools:

1. All bid quotations shall include delivery under conditions specified.
2. Fresh milk should have freshness dates extended no less than 7 days after delivery.
3. Cartons, plastic bottles, and aseptic packaging will be accepted.
4. No oral, telegraphic, or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to be fully informed as to all conditions and limitations.
5. Unit cost prices are not to exceed two decimal places. The decision of the Lanett City BOE will be final on any question of pricing.
6. USDA regulations prohibit schools from paying service charges and/or interest. Vendors are thus prohibited from making such charges.
7. All prices submitted in this proposal are to be delivered prices and shall not include any state or local taxes. Lanett City Schools are not liable for Federal Excise or State Sales Tax.
8. The bid will be awarded to the most responsible & responsive vendor or vendors meeting all requirements of the identifications listed herein.
9. Any requests for substitutions to the items listed in this Invitation for Bid must be received and approved by the Child Nutrition Directors represented in this proposal by September 30, 2022. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. A copy of any approved substitutions will be sent to all vendors in an amendment.
10. In order to help bidders plan their bids, a list of all schools and estimated weekly quantities are included. It shall be understood that any contract established as a result of this bid will not obligate the school system to receive any quantity in excess of actual requirement. The quantities shown are estimates only based on historical tabulation.
11. Successful vendors will provide to the Lanett City Schools CNP Office by the 23rd of each month a copy of that month's USDA Agricultural Marketing Service Report, which is effective the first of the following month, and documentation of other cost changes. Complete documentation must be provided with the bid to establish the case cost. This applies only to milk products. Prices for all other products will remain firm during the bid period.
12. The CNP Department will pay milk invoices on a monthly basis. The vendor must furnish each school an original and duplicate invoice upon delivery which includes the following information:
 - a. Delivery Date
 - b. Invoice or ticket number
 - c. Quantity Purchased
 - d. Correct extension of line item totals
 - e. Other pertinent information as requested by the school.
13. A monthly statement will be provided to the CNP Department.

14. Vendors must attest to compliance of SP-10-16 **Buy American Provision** in accordance with all food purchases. Processed or prepackaged products must have 51% or more domestic content and must be produced in the US. Items of any Country of Origin other than the US or US Territories must be itemized in the BUY AMERICAN-Non Compliant Product List for pending approval.
15. Vendor must contact the Child Nutrition Director in writing when a domestic product is not available and when requesting an exception or substitution from a non-US Territory. Justification must be given and pre-approved by the Child Nutrition Director before the item can be delivered to schools.
16. Only the items listed on this bid may be ordered by the CNP managers, and no other items are to be delivered without prior written approval from the CNP Director. Lanett City Schools will not assume payment of any unapproved items.
17. All bidders must make proposals in accordance with the requirements and specifications and on the enclosed proposal form, or the bid will not be considered.
18. The Board reserves the right to award the bid in any manner which will best serve the needs of Lanett City Schools.
19. A schedule of delivery will be developed with the successful bidder that will meet the requirements of the Child Nutrition Program.
20. In the event two or more vendors bid the same price for an item, the right is reserved to award the item to the vendor last serving the school system with that item.
21. By submitting bids, all distributors agree to and accept the provisions of the specifications and considerations.
22. Delivery persons shall neither solicit business nor sell to individuals on school premises.
23. All milk shall be subject to inspection after arrival at destination. In any instance where the milk fails to meet the required specifications, the schools reserve the right, at the vendor's expense, to return the product.
24. Vendors must not require minimum orders. Delivery schedules are subject to adjustment in order to meet the needs of individual schools.
25. Deliveries and pickups must be made during normal working hours of CNP personnel. CNP personnel are on sight Monday through Friday between the hours of 6:30 am and 2:00 pm eastern standard time. Milk should be delivered to the school so as not to interfere with the scheduled serving times.
26. Successful vendor will be responsible for damage to milk boxes or coolers, buildings, and grounds that are a direct result of carelessness of the delivery person.
27. Bid prices will be good through July 31, 2023, with an option to extend for a period of up to two (2) years if mutually agreed upon by the vendor and Lanett City Schools.
28. All bidders must make proposals in accordance with the requirements and specifications and on the enclosed proposal form, or the bid will not be considered.
29. 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. The bid name, number, and bid opening date shall be written on the outside of the deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.

30. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid, delivered to the various destinations, in amounts ordered.
31. Lanett City Schools reserves the right to re-bid or renegotiate any item(s) if the price(s) are beyond the amount anticipated or negotiations are unsatisfactory.
32. All inquiries regarding this Request for Proposal shall be directed to the CNP Director through email: jponder@lanettcityschools.org.

USDA 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.

MILK SERVICE QUESTIONNAIRE

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

1. Is there a minimum drop order per delivery site? If yes, what is the dollar and/ or case amount?

2. Are you able to provide fresh milk service, shelf stable milk service, or both?

3. What is the maximum number of delivery days per week available to the school sites?

VENDOR CERTIFICATION/CONTRACTOR DATA SHEET

In compliance with your request for proposal to bid on the items listed in this document, the undersigned proposes to furnish Lanett City Schools **Milk Products and Delivery Service** in accordance with the terms and conditions listed in the instructions to bidders.

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

SUBMITTED BY (SIGNATURE) _____

PRINT NAME _____

TITLE _____

COMPANY OR BUSINESS NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

CONTRACT ADMINISTRATOR INFORMATION

NAME _____

TITLE _____

ADDRESS _____

CITY/STATE/ZIPCODE _____

PHONE _____

FAX _____

EMAIL _____

TAXPAYER ID NUMBER(S) _____

Is the Company a minority or woman owned company? Yes _____ No _____

**REMITTANCE ADDRESS AND CONTACT INFORMATION
(IF DIFFERENT FROM ABOVE)**

ADDRESS

CITY/STATE/ZIPCODE

PHONE

FAX

CONTACT

LANETT CITY SCHOOLS
Itemized List Proposal and Buy American Attestation

Option 1

FRESH MILK SERVICE-PAPER CARTONS

ITEM	Est. Quantity in ½ pints (Weekly)	Unit Price	Extended Price
½ pt. Lowfat unflavored milk, 1%	850		
½ pt. Fatfree chocolate milk	2800		
½ pt. Lactose free milk	8		
Totals Extended Price for Paper Cartons			

Option 2

FRESH MILK SERVICE-PLASTIC CARTONS

ITEM	Est. Quantity in ½ pints (Weekly)	Unit Price	Extended Price
½ pt. Lowfat unflavored milk, 1%	850		
½ pt. Fatfree chocolate milk	2800		
½ pt. Lactose free milk	8		
Totals Extended Price for Plastic Cartons			

Option 3

SHELF STABLE MILK SERVICE-ASEPTIC CARTONS

ITEM	Est. Quantity in ½ pints (Weekly)	Unit Price	Extended Price
½ pt. Lowfat unflavored milk, 1%	850		
½ pt. Fatfree chocolate milk	2800		
½ pt. Lactose free milk	8		
Totals Extended Price for Paper Cartons			

By signing this quotation, the vendor attests to compliance with the requirements of the ***Buy American Provision***. Any items that are not grown or domestically processed in the US or US territories must be pre-approved by the CNP Director. Vendor will be required to justify the item in an Exemption Report to obtain pre-approval of the purchase.

Signature: _____

Name of Company: _____

Date: _____

Phone: _____

Email: _____

MILK PRODUCTS AND DELIVERY SERVICE TOTAL BID AMOUNT

TOTAL BID AMOUNT FOR PAPER CARTONS: _____

TOTAL BID AMOUNT FOR PLASTIC CARTONS: _____

TOTAL BID AMOUNT FOR SHELF STABLE: _____

IF NO BID, STATE REASON: _____

VENDOR: _____

CONTACT PERSON (please print): _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

THIS BID MUST BE NOTARIZED

_____ Day of _____, 2022

Notary Public

Alabama State License No. _____

LISTING OF LANETT CITY SCHOOLS

Lanett High School/Lanett Junior High School

1301 South 8th Avenue

Lanett, AL 36863

334-644-5977

Manager: Angela Danford

W.O. Lance Elementary School

200 South 8th Avenue

Lanett, AL 36863

334-644-5915

Manager: Darlene Doolittle

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Project Name (IFB/RFP #)

Name of Authorized Representative(please print)

Title

Signature

Date

Debarment Certification

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

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the Local Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with the attached E-Verify Memorandum of Understanding. If you do not believe these obligations apply to you, please notify the Board immediately.

Every contract entered into by the Board from this point forward with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ and unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute and affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

TO THE EXTENT THAT THERE IS NO FORMAL WRITTEN CONTRACT BETWEEN THE BOARD AND THE CONTRACTOR, SUCH AS WHERE BUSINESS IS CONDUCTED BY PURCHASE ORDER, THIS DOCUMENT SHALL SERVE AS THE ALABAMA COMPLIANCE CONTRACT.

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

Contractor Officer or Owner Signature / Date

Print Name / Title / Company

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A CONTRACTOR OR GRANTEE TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a contractor or grantee and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity (including a local school board). Contractors and Grantees are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of _____

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

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

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO LOCAL SCHOOL BOARD IN THE STATE OF ALABAMA AND/OR THE STATE BOARD OF EDUCATION

In compliance with SECTIONS 9 (a) and (b) Beason-Hammon Alabama Taxpayer and Citizen Protection Act (the "Act"); Code of Alabama, Sections 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for award of any contract by a local school board (the "Board") or the Alabama Department of Education (ALSDE) to an Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama

Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of _____

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

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

I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is Our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Form I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE § 31-13-9 (c) and (d).

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

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to the identical party he or she claims to be.

Signature and Seal of Notary Public

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements. PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

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

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

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

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

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditional upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also

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

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323
- (K) See § 200.216
- (L) See § 200.322

78 FR 78608, Dec.26, 2013, as amended at 79 FR 7588, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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

Subpart C-Requirements for School Food Authority Participation

§210.16 Food service management companies.

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

Subpart E-State Agency and School Food Authority Responsibilities

§210.21 Procurement.

(d) Buy American-

(1) **Definition of domestic commodity or product.** In this paragraph (d), the term 'domestic commodity or product' means-

- (a) An agricultural commodity that is produced in the United States; and
- (b) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

(a) **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.

(b) **Limitations.** Paragraph (d)(2)(i) of this section shall apply only to-

- (i) A school food authority located in the contiguous United States; and
- (ii) A purchase of domestic commodities or products for the school lunch program under this part.

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

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

(f) Cost reimbursable contracts-

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

(a) 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;

(b)

(i) 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

(ii) 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;

(c) 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;

(i) 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;

- (ii) 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
- (iii) The contractor must maintain documentation of costs and discounts, rebated and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(d) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(g) Geographic preference.

- (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authorities making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
- (2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

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

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

IFB/RFP #

Date

Signature

Print Name

Company

Address

Phone Number