

Bid Awareness Letter

Date: March 27, 2025

Subject: **CN 25-004 Summer Feeding Supplemental Grocery Items Bid**

To whom it may concern:

Your company is invited to submit sealed bids for food products related to our summer feeding program. Participating school districts include Elmore County Public Schools, Haleyville City Schools, Cleburne County Schools, and Autauga County Schools.

All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A bid will not be accepted unless all conditions have been met.

Bids should be received at the Elmore County Public Schools Board of Education, 100 HH Robison Drive, Wetumpka, AL 36092 by 3pm, CDT, on **Wednesday, April 9, 2025**. Bid prices must be firm for 365 days from the bid opening date, with an option to renew annually for an additional 2 years. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

Mail or send bid to the address at the head of this page and mark outside of the sealed envelope with the number of this bid: CN 25-004 Summer Feeding Supplemental Grocery Items and the bid opening and time. Each Vendor must provide four (4) copies of their response for each Director for a total of four (4) copies of the bid at the bid opening. The school district(s) is not responsible for lost or late delivery of bids by the US Postal Service or other delivery services used by the bidder. 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 deliverer's envelope. Failure to do so may cause the bid to be inadvertently opened and thus rejected.

A table of contents is included in this bid. It is the Vendor's responsibility to assure all contents are received. If something is not in your bid packet, or if you have questions pertaining to this bid, contact Cacyce Davis at 334-567-1222.

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

Sincerely,

***Richard Dennis, Superintendent
Elmore County Public Schools***

***Cacyce Davis, Child Nutrition Director
Elmore County Public Schools***

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Sealed bids will be received at the Elmore County Public Schools Board of Education, 100 HH Robison Drive, Wetumpka, AL 36092 by 3pm on **Wednesday, April 9, 2025** and then publicly opened and read for the CN 25-004 Summer Feeding Supplemental Grocery Items Bid.

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All bolded items listed above must be returned with the bid.

Invitation to Bid

CN 25-004 Summer Feeding Supplemental Grocery Items

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

Summer Feeding Supplemental Grocery Items

The bid opening will be held **April 9, 2025**. Bids may be mailed to the attention of Cacyce Davis, CNP Director, Elmore County Public Schools, 100 HH Robison Drive, Wetumpka, AL 36092, or hand delivered at the bid opening. Bids will be publicly opened and read promptly at **3pm CST**. No bids will be accepted once the opening begins. Please note any requirements listed on the response form and bid specification sheet.

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

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

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

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

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

Step 3: Issue letter to cancel contract.

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

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

obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.dhs.gov/e-verify.

Payment will be made by the school system upon receipt of invoice, inspection, and acceptance by a designated employee of the representative of Elmore County Public Schools or the participating school districts.

In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive and their bid bond/check (if required) will be forfeited to Participating District(s). After refusal by the first bidder, the bid may be awarded to the next lowest bidder.

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

Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.

Vendors are not required to submit bids for all bid items. It is the intent of the Participating District(s) to award the bid for each line item to the vendor with the lowest price when the low price is for a product on the approved list or where an alternate product is bid, was tested and approved by the district(s) upon receipt of samples as detailed in this solicitation. The District(s) reserves the right to reject any bid with a minimum shipment requirement; therefore, low bids with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District(s). Products approved prior to posting of this bid are listed in the Specifications and Pricing Section. The Board reserves the right to award the bid in any manner, which will best serve the interest of the participating District(s).

Alternate bid: The participating District(s) shall have sole discretion in accepting or rejecting any alternate product offered.

ALTERNATE PRODUCTS: The District(s) pre-approves products in student taste tests prior to bid evaluation. Offering any product not listed as approved in this document is an alternate bid. Bidders may offer an equivalent product in lieu of the items approved. An alternate product will only be accepted if a sample is provided to the District(s) in the time and manner stated within this document. The District(s) shall have sole discretion in accepting or rejecting a vendor's alternate product. If approved, the alternate product bid for that item will be added to the approved product list and will be accepted for potential award for this and future solicitations. For larger and/ or more expensive items, vendors may send detailed specifications, including but not limited to, photos or drawings and the full manufacturer's warranty in place of the sample, providing a request is made in writing to the Child Nutrition Director listed in this document.

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

INSURANCE

The Contractor must maintain throughout the life of this contract and pay for professional liability insurance covering errors, omissions or negligent acts with limits of not less than **\$3,000,000**. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this agreement. A claims-made policy which is not renewed or replaced, must have an extended reporting period of two (2) Years. Additionally, the contractor shall procure and maintain against claims under the Worker's Compensation Act and from claims for damage because of bodily injury to others (including employees of the districts), death to others, damage to the property of others, and claims for damages arising during the performance of the contract whether caused by him or anyone directly or indirectly employed by him. The limits of liability insurance shall not be less than \$1,000,000 per occurrence/\$3,000,000 aggregate Commercial General Liability, \$1,000,000 Automobile Liability. *The certificate of insurance shall be made in favor of and unconditionally named as an additional insured, "The Board of Education."* The certificate of insurance must be provided with this bid.

INSTRUCTIONS TO BIDDERS

The following requirements for the CN 25-004 Summer Feeding Supplemental Grocery Items Bid for Elmore County Public Schools have been developed in accordance with the terms and conditions of the Alabama Bid Law and shall be a part of the contract document as fully as if they were written verbatim into those documents and all bidders shall take it into account when preparing estimates.

Listed below are instructions to bid on this project for the Child Nutrition Program of Elmore County Public Schools and participating schools/districts:

1. Sealed bids may be mailed to: Cacyce Davis, CNP Director, Elmore County Public Schools, 100 HH Robison Drive, Wetumpka, AL 36092.
2. No oral, telegraphic, or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to be fully informed as to all conditions and limitations.
3. Unit Cost prices are not to exceed two (2) decimal places. The decision of the Elmore County Public Schools will be final on any question of pricing.
4. USDA regulations prohibit schools from paying service charges, cost plus percentage and/or interest. Vendors are thus prohibited from making such charges.
5. By submitting bids, all vendors agree to and accept the provisions of the specifications and considerations.
6. Any requests for substitutions to the items listed in this Invitation to Bid must be received and approved by the CNP Director by **5 days before bid opening**. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. A copy of any approved substitutions will be sent to all vendors in an amendment.
7. All prices submitted in this proposal are to be delivered prices and shall not include any state or local taxes. Elmore County Public Schools is not liable for Federal Excise or State Sales Tax.
8. Line items shall be bid on and include all packing, handling, shipping charges, and delivery to the destinations provided.
9. The successful bidder will be responsible for any damage to the buildings and grounds that are a direct result of carelessness/negligence of the delivery person.
10. 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.
11. Elmore County Public Schools may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment,

transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.

12. 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.

13. 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.

14. The Elmore County Public Schools Board of Education reserves the privilege to re-bid or renegotiate any item(s) if price(s) are beyond the amount anticipated or negotiations are unsatisfactory.

15. All inquiries regarding this Invitation to Bid shall be directed to the CNP director through phone to: Cacyce Davis, CNP Director, Elmore County Public Schools, 334-567-1222.

16. Elmore County Public Schools reserves the right to award this bid on an all-to-one vendor basis or a line item basis.

17. All prices quoted shall be F.O.B. the ordering school cafeteria and shall be guaranteed for a period of 365 days after award of contract.

18. The vendor shall sign the attached certification sheet in accordance with the information requested. If this sheet is not signed, the Elmore County Public Schools cannot classify this offer as a legitimate bid. It is imperative the bidder carefully read all terms and conditions pertaining to the bid.

19. It shall be the responsibility of the vendor to replace all damaged goods and to file all freight claims.

20. A certification statement from the U.S. Department of Agriculture regarding debarment and Suspension shall be submitted. This statement **MUST** be completed and returned with the bid form, or the bid shall not be considered.

21. A refusal by the first lowest qualified bidder may result in the bid being awarded to the next lowest bidder meeting the requirements and specifications.

22. It is the intent of the Boards of Education to pay invoices in the next 30 days. Therefore, the successful bidder must furnish two (2) invoices for each school attached to a shipping ticket that has been signed by the Manager or his/her designee.

23. A schedule for delivery will be developed with the successful bidder that will meet all the requirements of the school programs for food and food supplies. It is expected that the bidder be

able to deliver products no later than Thursday, May 22nd unless a pre-arranged delivery date is negotiated.

24. Bidders must make proposals strictly in accordance with the requirements and identification and in proposal format provided, otherwise, the bid will not be considered.

25. Should a bidder find discrepancies in or omissions from the bidding document or should be in doubt as to the meaning; clarification should be requested by calling Cacyce Davis, Child Nutrition Director.

26. The Elmore County Public Schools reserves the right to reject any and/or all bids or any part thereof, to waive technicalities or informalities, and to award the contract to other than the low bidder, if cause can be documented.

27. Rejection of Bids:

The Elmore County Public Schools may reject a bid, but not limited to the following, if:

1. The bidder misrepresents or conceals any material fact in the bid.
2. The bid does not conform to the bid documents.
3. The bid does not comply with requirements, specifications, and conditions of the bid document.
4. It is deemed in the best interest of the Elmore County School system.
5. Failure to mark the envelope as required.
6. Failure to sign bid document.
7. Failure to provide requested information or other details of the bid.
8. Failure to sign and include Debarment and Suspension Certificate.
9. Failure to provide a bid before the deadline of the bid opening

28. Price Escalation/ De-Escalation: The pricing submitted for the initial term of the contract will remain fixed for the initial contract period. The awarded bidder may only petition for an increase in pricing annually on the anniversary date of each renewal period, as long as price increases/decreases does not exceed the rate of inflation determined by the Consumer Price Index (CPI), published by the U.S. Bureau of Labor Statistics. If the proposer requests increases/decreases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increases/decreases and may choose to re-bid the contract if it is deemed to be the best interest of the District. To petition for price increase or decreases, complete the district provided Proposal Form and email to jody.little@elmoreco.com by January 1, 2026. Price Decreases: If a price decreases during the term of this contract, the successful proposer must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. The lower prices shall remain in effect for the balance of the contract period, or for as long as the lower prices are in effect. Complete the district provided Proposal Form and email jody.little@elmoreco.com.

29. The Elmore County Public Schools is not liable for Federal Excise or State Sales Tax.

30. Standard District Conditions:

- a. This contract shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama. Contractors providing service under this Request, herewith, assures the school districts that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 1246, entitled "Equal Employment Opportunity", as amended by Labor regulation (41 CFR Part 60). State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices. Contractor shall comply with applicable federal, state, and local laws and regulation pertaining to wages, hours, and conditions of employment. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment for audit purposes and to make said records available upon request. Contractors are required to be in compliance with the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations.

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

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

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

34. All quotations must be in ink or typewritten. Mistakes may be crossed out and corrections inserted adjacent and initialed by the signer of the bid.

35. No bid shall be withdrawn or modified after the time set for bid opening.

36. Bids received after the time set for the bid opening will not be considered.

37. The bid will be awarded at the first scheduled Board Meeting following the opening of the bid.

38. The awarding of the bid shall take place after the bid has been approved or rejected by the Board of Education. Bid results will be posted at www.elmoreco.com/cnpsbidopportunities.

39. Failure on the part of the school system or the successful bidder to comply with the provisions of this contract may result in contract termination.
40. Each party shall follow the procedure outlined below if a contract is to be terminated.
41. All transactions shall be sent by Registered or Certified Mail.
- Step 1. Issue warning letter and outline violations and length of time to correct the problem.
 - Step 2. Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
 - Step 3. Issue letter to cancel contract.
42. Contract Period: Bid prices must be firm for 365 days from the bid opening date, with an option to renew annually for an additional 2 years. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

SPECIAL INSTRUCTIONS

Distributor and Direct Ship Options

The purpose of this bid is to offer participating districts the flexibility to choose between two award options: **Distributor Pricing** and **Direct Ship Pricing**. The awarded bid will include both pricing structures, and each participating district will have the authority to select the option that best fits their operational capacity and logistical needs.

1. **Distributor Pricing Option:** This option involves the delivery of products through an authorized distributor. The participating district may choose to purchase items through this distributor, all pricing submitted will include all packaging, handling, shipping charges, and delivery to designated delivery locations.
2. **Direct Ship Pricing Option:** This option allows products to be shipped directly from the manufacturer or vendor to the participating district. Pricing for this option will be specified in the bid and will include all associated costs for packaging, handling, shipping charges, and delivery to designated delivery locations.
3. **District Selection:** Participating districts have the discretion to choose either the Distributor Pricing or Direct Ship Pricing option based on their ability to receive direct shipments and their specific logistical capabilities. The selection will be made on a per-order basis or in accordance with each individual district's operational requirements.
4. **Bid Award:** The bid will be awarded to the bidder(s) offering competitive and reasonable pricing for both options. Each participating district will enter into a separate agreement with the awarded bidder for their chosen option.
5. **Flexibility in Ordering:** Participating districts may switch between the Direct Ship or Distributor Pricing options as needed, based on their evolving needs and capacity. Pricing for each option will remain valid as per the terms outlined in the bid.
6. Vendors are not required to submit bids for all bid items. It is the intent of the Participating District(s) to award the bid for each line item to the distributor and the direct ship vendor with the lowest price when the low price is for a product on the approved list or where an alternate product is bid, was tested and approved by the district(s) upon receipt of samples as detailed in this solicitation. The District(s) reserves the right to reject any bid with a minimum shipment requirement; therefore, low bids with minimum shipment requirements will only receive the award if the minimum shipment quantity is accepted by the District(s). Products approved prior to posting of this bid are listed in the Specifications and Pricing Section. The Board reserves the right to award the bid in any manner, which will best serve the interest of the participating District(s).

VENDOR REQUIREMENTS

1. The successful bidder shall be an established company experienced in handling institutional products listed on the bid and must maintain a current business license.
2. Vendor must submit a copy of its Good Agricultural Practices Certificate and/or United States Department of Agriculture (USDA) Inspection Certificate. A current copy of company's health inspection report is also acceptable.
3. Each bidder must have a certified Hazard Analysis Critical Control Point (HACCP) plan that will be used in the case that damaged/contaminated produce must be removed. This must be available upon request.
4. Physical Facilities: The potential bidders warehouse and trucks may be inspected by a representative of the Elmore County Public Schools or the participating school districts at any given time. The warehouse and trucks shall:
 - a. Be clean,
 - b. Be free of insects and rodents,
 - c. Be adequate for storing and delivering products (dry or chilled) that potential contractor proposes to supply, and meet all FDA requirements.
5. All products must be from a primary grower shipper market that provides No. 1, Grade A Fancy or higher quality products. The Buy American provision (7CFR Part 210.21(d)) is one of the procurement standards school food authorities must comply with when purchasing commercial food products served in the school meals program.
6. Each bidder must have an adequate number of refrigerated trucks to insure all deliveries will be made on schedule.

PRICING

1. Unit Price: Prices are to be quoted by the "Unit" indicated on the specifications. Unit prices are not to exceed four (2) decimal places. Extensions of unit prices shall be completed or the bid will be considered non-responsive.
2. Vendors are not required to submit bids for all bid items. It is the intent of the Participating District(s) to award the bid for each line item to the distributor and the direct ship vendor with the lowest price when the low price is for a product on the approved list or where an alternate product is bid, was tested and approved by the district(s) upon receipt of samples as detailed in this solicitation.
3. If the successful bidders(s) receive discount on volume purchased or special discounts, this price is to be reflected to the Elmore County School System and participating schools.
4. The decision of the Elmore County School Board of Education will be final on any question of pricing. The Board reserves the privilege to re-bid any or all items if price fluctuations are beyond amount anticipated or for any other good and just cause that are unsatisfactory to the Board.

QUANTITY

1. A. The quantities of items specified herein to be purchased are estimated amounts (based on current year usage). The fact that actual quantities for the ensuing year cannot be determined, will not relieve the successful bidder of his obligation to fill all orders for these products during the contract period.
2. Quantities which are not ordered prior to the expiration of the period specified or termination of the contract shall stand automatically canceled.

PACKAGING

1. All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and with acceptable Elmore County Public Schools standards as well as the participating school districts.
2. Do not bid any food items preserved by the use of an irradiation process.
3. All packaging and packing will be in accordance with Good Commercial Practice.
4. All products shall be clearly labeled.
5. All cases, boxes, etc. must bear commercial labels. All cartons, containers, etc. shall be clearly marked as to specific contents.
6. All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.

ORDERS

1. Child Nutrition Directors and/or Managers of Elmore County Public Schools and the participating school districts shall be responsible for placing orders to the awarded vendor.
2. Procuring instrument to be used are purchase orders from firm fixed process after formal bidding.

DELIVERIES

1. Deliveries are to be made weekly to each school between the hours of 6:30 a.m. and 2:00 p.m. unless prior agreement has been made with Elmore County Public Schools or any participating school district.
2. Vendors shall set up a regular delivery schedule so the Cafeteria Manager and the Central Office may know when to expect a delivery. If for any reason a scheduled delivery cannot be made, the vendor shall contact the Central Office Director or Cafeteria Manager immediately.
3. All products shall be in a wholesome and sanitary condition, properly packaged at the time of delivery. Trucks shall be clean, at proper temperatures, and free from odors. Products are subject to be re-examined at their destination for compliance to specifications.
4. Refrigerated temperatures of food must be 41 degrees or below and freezer temperature must be 0 degrees or below.

BACKORDERS

1. Items temporarily out of stock shall be at a minimum. Notification to the Child Nutrition Directors is required as soon as items are determined to be “out of stock” for possible replacement needs.

CANCELLATIONS

1. No items in the bid are to be canceled without the prior consent of Child Nutrition Program Directors associated with this bid.
2. No substitutions on items, brands, grades, etc. are to be made by the vendor without prior consent of the Child Nutrition Program Director. Any substitution made without prior consent will be refused.
3. The vendor is not to request authority to substitute unless the quality of the item to be substituted is equal to, or higher grade than originally requested.
4. Substitutions shall be priced the same as original bid items.

INSPECTIONS

1. A sample of any product shall be furnished on request.
2. The successful bidder will furnish the Elmore County Public Schools Board of Education, the United States Department of Interior Certificates of grade upon request when quality is questioned. Any expense incurred in obtaining grade certificates and/or conformance to specifications are the responsibility of the vendor.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Updated May 30, 2018

Title 2: Grants and Agreements PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be 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) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM
Subpart C—Requirements for School Food Authority Participation §210.16 Food service management companies

(d) The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents for non-Federal entity.

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

(f) The contract may be terminated by the County with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability of the county for damages sustained by virtue of a breach by the contractor.

(g) See Board Policy for Code of Conduct.

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

(d) Buy American—

(1) Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means—

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

(2) Requirement.

(i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to—

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts—

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

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

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

(2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food

service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(g) Geographic preference.

(1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

(2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

Delivery Address, Points of Contacts and Billing Instructions

Elmore County Public Schools
Child Nutrition Program, Central Office
Cacyce Davis, Director
100 H. H. Robison Drive
Wetumpka, AL 36092
334-567-1222

Eclectic Middle School
170 South Ann Street
Eclectic, AL 36024
334-541-2131

Holtville Middle School
655 Bulldog Lane
Deatsville, AL 36022
334-569-1596

Redland Middle School
184 Rodney Lane
Wetumpka, AL 36093
334-514-3940

Coosada Elementary School
5260 Airport Road
Millbrook, AL 36054
334-285-0273

Wetumpka Middle School
1000 Micanopy Street
Wetumpka, AL 36092
334-567-1413

Elmore County Public Schools
CNP Warehouse
Fionie Streety, Manager
73868 Tallassee Highway
Wetumpka, Al 36092
334-567-1222

Autauga County Schools
Audra Seagers, Director
Prattville High School
1315 Upper Kingston Road
Prattville, Al 36067

Marbury High School
2360 US Highway 31 North
Deatsville, Al 36022

Haleyville City Schools
Emma Anne Hallman, Director
Haleyville High School
2001 20th Street
Haleyville, AL 35565

Cleburne County Schools
Kellie Grubbs, Director
Cleburne County High School
520 Evans Bridge Road
Heflin, AL 36264

Bid Specifications

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

*Cacyce Davis, Child Nutrition Director
Elmore County Public Schools
100 HH Robison Drive,
Wetumpka, AL 36092*

By 3pm CST, on Wednesday, April 9, 2025

In compliance with your invitation to bid on the CN 25-004 Summer Feeding Supplemental Grocery Items bid, the undersigned proposal to furnish Elmore County Public Schools in compliance with the terms and conditions listed in the Instructions to Bidders, the price set forth is the net school cost delivered.

Products that are unavailable, mark N/A.

Elmore County Public Schools reserves the right to award the bid based on line item pricing.

Group 1. Frozen Breakfast Entrée Items

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
1	959	Cases	Twin Pack Sausage Biscuits, 5 per pack, Frozen Brand/Packed by: Dean's or Pre-Approved Equal Packages Per Case: 12 Cases Per pallet: _____		
2	959	Cases	Crispy Chicken Biscuit, Single, 5 per pack Brand/Packed by: Dean's or Pre-Approved Equal Packages Per Case: 12 Cases Per pallet: _____		

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
3	959	Cases	Steak Biscuit, Single, 5 per Pack Brand/Packed by: Dean's or Pre-Approved Equal Packages Per Case: 12 Cases Per pallet: _____		
4	959	Cases	Frozen, 4 inch Homestyle Waffles Fully Cooked, 1.23 ounces, 144 per case. 12/12count packs Brand/Packed By: Kelloggs or Pre-Approved Equal Packages Per Case: 12 Cases per pallet: 70		
5	639	Cases	Frozen, 4 inch Buttermilk Pancakes Fully Cooked, 1.36 ounces, 144 per case. 18/8count packs Brand/Packed By: Kelloggs or Pre-Approved Equal Packages Per Case: 18 Cases per pallet: 80		

Group 2. Shelf Stable Breakfast Entrée Items

Item	Qty	Unit	Description	Case Price from Distributor	Direct Ship Price
1	959	Cases	<p>Frosted Toasted Pastry, Blueberry Flavor, 1.7 ounces, 10 per Box, 12 per Case</p> <p>Brand/Packed By: Kellogg or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: 60</p>		
2	959	Cases	<p>Frosted Toasted Pastry, Fudge Flavor, 1.7 ounces, 10 per Box, 12 per Case</p> <p>Brand/Packed By: Kellogg or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: 60</p>		
3	959	Cases	<p>Frosted Toasted Pastry, Strawberry Flavor, 1.7 ounces, 10 per Box, 12 per Case</p> <p>Brand/Packed By: Kellogg or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: 60</p>		
4	2300	Cases	<p>Frosted Toasted Pastry Bites, Fudge Flavor, 1.4 ounces, 5 per Box, 5 per Case</p> <p>Brand/Packed By: Kellogg or Pre-Approved Equal</p> <p>Packages Per Case: 5</p> <p>Cases Per Pallet: 108</p>		

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
5	959	Cases	<p>Mini Muffins, Blueberry, 5 pouches per carton, 12 cartons per case</p> <p>Brand/Packed By: Little Debbie or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: _____</p>		
6	959	Cases	<p>Mini Muffins, Chocolate Chip, 5 pouches per carton, 8 cartons per case</p> <p>Brand/Packed By: Little Debbie or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: _____</p>		
7	959	Cases	<p>Mini Muffins, Strawberry Shortcake, 5 pouches per carton, 8 cartons per case</p> <p>Brand/Packed By: Little Debbie or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: _____</p>		
8	959	Cases	<p>Mini Muffins, Birthday Cake, 5 pouches per carton, 8 cartons per case</p> <p>Brand/Packed By: Little Debbie or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: _____</p>		

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
9	959	Cases	<p>Mini Muffins, Cosmic, 5 pouches per carton, 8 cartons per case</p> <p>Brand/Packed By: Little Debbie or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: _____</p>		
10	959	Cases	<p>Chocolate Chip Chewy Granola Bars, 10 bars per carton, 12 cartons per case</p> <p>Brand/Packed By: Sunbelt Bakery or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: _____</p>		
11	959	Cases	<p>Fudge Dipped Chewy Granola Bars, 10 bars per carton, 12 cartons per case</p> <p>Brand/Packed By: Sunbelt Bakery or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases Per Pallet: _____</p>		

Group 3. Frozen Lunch Entrée Items

Item	Qty	Unit	Description	Case Price From Distributor	Direct Ship Price
1	1278	Cases	<p>5" Frozen Pepperoni Pizza, 32.7 ounce, 6 pizzas per sleeve, 9 sleeves per Case</p> <p>Brand/Packed By: Tony's or Pre-Approved Equal</p> <p>Packages Per Case: 9</p> <p>Cases Per Pallet: 70</p>		
2	1918	Cases	<p>Stuffed Crust Cheese Bites</p> <p>18-20 Count, filled with 100 % Mozzarella, 18 oz Bag</p> <p>Brand/Packed by: Wild Mike's or Pre-Approved Equal</p> <p>Packages Per Case: 6</p> <p>Cases Per pallet: 160</p>		
3	480	Cases	<p>Frozen, Chicken Franks, 16 ounces, 8 franks per pouch, 3 pouches per pack.</p> <p>Brand/Packed By: Foster Farms or Pre-Approved Equal</p> <p>Packages Per Case: 24 pouches(3 pack with 8 pouches)</p> <p>Cases per pallet: 108</p>		
4	1918	Cases	<p>Individually Wrapped Peanut Butter & Strawberry Jelly Sandwich Pocket, 2 ounce, 10 per box, 6 per case</p> <p>Brand/Packed by: Smucker's or Pre-Approved Equal</p> <p>Packages per case: 6</p> <p>Cases Per pallet: 42</p>		

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
5	1918	Cases	<p>Individually Wrapped Peanut Butter & Grape Jelly Sandwich Pocket, 2 ounce, 10 per box, 6 per case</p> <p>Brand/Packed by: Smucker's or Pre-Approved Equal</p> <p>Packages per case: 6</p> <p>Cases Per pallet: 42</p>		
6	1918	Cases	<p>Breaded Chicken Patties, breaded boneless skinless, white breast meat. Flash-fried in non-hydrogenated, U.S. produced, 10.5 oz box.</p> <p>Brand/Packed by: Bell & Evans or pre-approved equal</p> <p>Packages per case: 12</p> <p>Cases per pallet: ____</p>		
7	1438	Cases	<p>Fully Cooked Grilled Chicken Strips, 20 oz, Chicken Breast Strips with Rib Meat</p> <p>Brand/Packed by: Foster Farms</p> <p>Packages per case: 8</p> <p>Cases per pallet: ____</p>		
8	1438	Cases	<p>Nugget Shaped Breaded Chicken Breast Patties with Rib Meat, 1.5 lb bag</p> <p>Brand/Packed by: Pilgrim's or Pre-Approved Equal</p> <p>Packages per case: _8____</p> <p>Cases per pallet: ____</p>		

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
9	1438	Cases	<p>Mini Nugget Shaped Breaded Chicken Breast Patties with Rib Meat, 1.5 lb bag</p> <p>Brand/Packed by: Pilgrim's or Pre-Approved Equal</p> <p>Packages per case: <u> 8 </u></p> <p>Cases per pallet: <u> </u></p>		
10	1438	Cases	<p>Honey BBQ Wings, 22 oz pack</p> <p>Brand/Packed by: Foster Farms or Pre-Approved Equal</p> <p>Packages per case: <u> 6 </u></p> <p>Cases per pallet: <u> </u></p>		
11	639	Cases	<p>Macaroni & Cheese Entrée, 7 ounce pouch, 36 per case</p> <p>Brand/Packed By: Kraft or Pre-Approved Equal</p> <p>Packages Per Case: 36</p> <p>Cases per pallet: 70</p>		
3	959	Cases	<p>Frozen, Chicken Corndogs, 16 ounces, 6 corndogs per box, 12 boxes per case.</p> <p>Brand/Packed By: Foster Farms or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet:</p>		

Group 4. Refrigerated Lunch Entrée Items

Item	Qty	Unit	Description	Case Price From Distributor	Direct Ship Price
2	11,500	Cases	<p>Pepperoni Pizza Convenience Meal with juice pouch, 10.7 ounces, 8 per case</p> <p>Brand/Packed By: Heinz Lunchables or Pre-Approved Equal</p> <p>Packages Per Case: 8</p> <p>Cases per pallet: 154</p>		
3	11,500	Cases	<p>Turkey, Cheese & Cracker Convenience Meal with juice pouch, 10.7 ounces, 8 per case</p> <p>Brand/Packed By: Heinz Lunchables or Pre-Approved Equal</p> <p>Packages Per Case: 8</p> <p>Cases per pallet: 154</p>		

Group 5. Dry Storage Lunch & Miscellaneous Items

Item	Qty	Unit	Description	Case Price From Distributor	Direct Ship Price
1	16,100	Cases	<p>100% Juice Box, 4.23 ounce box, 8 boxes per pack, 5 packs per case, variety flavors (apple, berry, fruit punch, grape, orange tangerine)</p> <p>Brand/Packed by: Harvest Hill/Juicy Juice or Pre-Approved Equal</p> <p>Packages Per Case: 5</p> <p>Cases per pallet:</p>		
2	822	Cases	<p>Potato Crisps, 5.26 ounces, 14 count, Original Flavor</p> <p>Brand/Packed By: Pringles or Pre-Approved Equal</p> <p>Packages Per Case: 14</p> <p>Cases per pallet: 65</p>		
3	822	Cases	<p>Potato Crisps, 5.26 ounces, 14 count, Sour Cream & Onion Flavor</p> <p>Brand/Packed By: Pringles or Pre-Approved Equal</p> <p>Packages Per Case: 14</p> <p>Cases per pallet: 65</p>		
4	822	Cases	<p>Potato Crisps, 5.26 ounces, 14 count, Cheddar Flavor</p> <p>Brand/Packed By: Pringles or Pre-Approved Equal</p> <p>Packages Per Case: 14</p> <p>Cases per pallet: 65</p>		

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
4	1917	Cases	<p>Shaped Graham Graham Crackers, Chocolate Chip Flavor, 10 ounces, 6 per case</p> <p>Brand/Packed By: Teddy Grahams or Pre-Approved Equal</p> <p>Packages Per Case: 6</p> <p>Cases per pallet: 162</p>		
5	1917	Cases	<p>Shaped Graham Graham Crackers, Honey, 10 ounces, 6 per case</p> <p>Brand/Packed By: Teddy Grahams or Pre-Approved Equal</p> <p>Packages Per Case: 6</p> <p>Cases per pallet: 162</p>		
6	959	Cases	<p>Cheese Flavored Crackers, White Cheddar, 7 ounces, 12 per case</p> <p>Brand/Packed By: Cheez-It or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet: 72</p>		
7	959	Cases	<p>Cheese Flavored Crackers, Cheddar, 7 ounces, 12 per case</p> <p>Brand/Packed By: Cheez-It or Pre-Approved Equal</p> <p>Packages Per Case: 12</p> <p>Cases per pallet: 72</p>		

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
9	60,000	Packs	<p>4 oz Fruit bowls in 100% juice. Shelf stable.</p> <p>Various Flavors:</p> <p>Cherry Mixed Fruit</p> <p>Diced Pears</p> <p>Mandarin Oranges</p> <p>Variety Pack</p> <p>Sliced Peaches</p> <p>Pineapple Tidbits</p> <p>Brand/Packed by: Dole or Pre-Approved Equal</p> <p>Packs per case: 12/4 oz</p> <p>Cases per pallet: 342</p>		
10	959	Cases	<p>Unsweetened Applesauce, 4 oz cup. 72 per case containing 12 (6) packs per case.</p> <p>Brand/Packed by: Musselman or Pre-Approved Equal</p> <p>Packs per case: 12/4 oz</p> <p>Cases per pallet:</p>		
11	959	Cases	<p>Unsweetened Applesauce, Cinnamon Flavored, 4 oz cup. 72 per case containing 12 (6) packs per case.</p> <p>Brand/Packed by: Musselman or Pre-Approved Equal</p> <p>Packs per case: 12/4 oz</p> <p>Cases per pallet:</p>		

Item	Qty	Unit	Description	Case Price From Distributor	Case Price for Direct Ship
12	9500	Cases	Shelf Stable Milk box, 8 oz, 27 per case, Various flavors Brand/Packed by: TruMoo, Dairy Pure or preapproved equal Packs per case: 27/8 oz Cases per pallet: 120 Fat Free Chocolate 1% White Milk Autauga and Elmore Counties ONLY for Shelf Stable Milk	 	

ALL BIDDERS: Provide any and all details related to minimum quantities for orders/deliveries below.

Bid Proposal Form

The undersigned certifies signature authority is duly vested by business entity (Bidder) and the information provided herein is correct to the best of his/her knowledge.

Submitted by:

Signature

Date

Official Title

Legibly print full legal name (individual)

Business Entity's Legal Name

Federal ID No. or SS# (Sole Proprietor)

Business Entity's Trade Name (DBA)

Contact Information:

Street Address (Physical Address)

P.O. Box

City/State/Zip Code

City/State/Zip Code

(____) _____ Ext. _____
Business Telephone

(____) _____
Alternate Telephone

E-mail Address

Business Entity's Web Address

Total Bid Amount: _____

THIS BID MUST BE NOTARIZED _____ Day of _____, 20____

Notary Public

ALABAMA STATE LICENSE NO. _____

“By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

VENDOR CERTIFICATION

In compliance with your invitation to bid on the items listed in this bid document, the undersigned proposes to furnish Elmore County Public Schools **and participating districts the Food and Food Supplies named** in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Cacyce Davis, CNP Director
Elmore County Public Schools
100 HH Robison Drive
Wetumpka, Al 36092

Bids will be opened (**April 9, 2025 at 3pm CST**), at **Elmore County Public Schools Board of Education**. The Elmore County Public Schools Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsible bidder(s).

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

Signature: _____

Type or Print Name: _____

Title: _____

Date Submitted: _____

Name of Company: _____

Mailing Address: _____

Telephone: _____

E-mail address: _____

*Vendor should retain a copy of completed bid for their company's records.

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

The company bidding is:

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____

Include a copy of your current Alabama Business License and proof that your business is registered with the Alabama Secretary of State.

I certify that the Company has been conducting food and/or food supplies successfully for a minimum of (5) five years.

Authorized signature: _____ Title: _____

I certify that the above information is true and correct:

Authorized signature: _____

Print/type name of authorized person: _____

Title: _____

PLEASE CHECK THE APPROPRIATE STATEMENTS:

This Bidder is a:

- ☐ Women-owned business (*51% or more women-owned, & operated*)
- ☐ Sole Proprietor (*Provide SSN of the proprietor*)
- ☐ Male-owned business
- ☐ Non-profit business
- ☐ Corporation
- ☐ Partnership

The Bidder is a Qualified Disadvantaged¹ company:

- ☐ Black American
- ☐ Hispanic American
- ☐ American Indian
- ☐ Asian Pacific American
- ☐ Asian Indian American
- ☐ Disabled
- ☐ Other socially / economically disadvantaged designation
Please specify:

To be considered a Qualified Disadvantaged entity, the company must be 51% or more owned, controlled, and operated by one or more of the classifications described above.

This Bidder is a: ☐ Contractor, please specify type: _____

- ☐ Distributor
- ☐ Manufacturer
- ☐ Manufacturer's Representative
- ☐ Service
- ☐ Retailer
- ☐ Wholesaler
- ☐ Other: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

- This bid has been independently arrived at without collusion with any other bidder or with any competitor.
- This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
- No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
- The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing on its behalf.

COMPANY: _____

PRINT/TYPE NAME

OF AUTHORIZED PERSON: _____ **TITLE:** _____

SIGNATURE: _____

(Officer of the Company)

Reference Form

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

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

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that

- He/she is legally authorized to bind the company hereby represented
- The company being represented is and has been authorized to do business in the area of food and food supply sales for a minimum of the past (5) five years
- The company is licensed to do business in Alabama
- The company is registered to with the Secretary of State
- Certify that he/she has examined and fully comprehends the requirements of and specifications for CN 25-004 Summer Feeding Supplemental Grocery Items.

We propose to provide **Summer Feeding Supplemental Grocery Items** and guarantee that if the contract is awarded to us, we will provide **Summer Feeding Supplemental Grocery Items** in accordance with your requirements and specifications.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE: _____

DATE: _____

PRINT/TYPE NAME OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____

(Officer of the Company)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant 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 on-going 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) Notifying 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: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

- (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).

B. 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.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.
Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

Organization Name
Name

PR/Award Number or Project

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

Signature(s)

Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into a transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to whom this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
 - Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person, in the ordinary course of business dealings.
 - Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

HB56- Alabama Immigration Law Compliance

MEMORANDUM

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

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

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

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

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

¹ ALA. CODE §§31-13-9 (a) and (b). See [http:// www.ago.state.al.us/ File-Immigration-AL-Law-2011-535](http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535) .

The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as §32-6-9. (the "Act")

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

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

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9

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

OR

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

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

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

State of Alabama: County of _____

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

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

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

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

Signature of Affiant,

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

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

Signature and Seal of Notary Public,

**TO BE RETURNED TO THE ELMORE COUNTY PUBLIC SCHOOLS BOARD OF
EDUCATION**

Alabama Immigration Law Compliance Requirements to all Contractors of the Elmore Public Schools

As a Contractor to the Elmore County Public Schools Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

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

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify (if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, the Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. The contractor shall also enroll in the E-Verify Program (if required) before performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. The contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project and shall include in all of its contracts a provision substantially similar to this paragraph. If the Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, job site, or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. To the extent that either there is no formal written contract between the Board and the Contractor (such as where business is conducted by purchase order), or if the parties neglect or fail to include the above language in a formal written contract, this document shall serve as the Alabama Immigration Compliance Contract and the provisions set forth shall apply fully to the Contractor.

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

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE –SUBCONTRACTOR

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31 - 13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school

board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act.

Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance

obligations. **State of Alabama:** County of _____

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

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity

as _____ (your position)

for _____ (name of

subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations. I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Fonn I-9s for each of its current employees and has a good faith belief that it has complied with ALA.CODE §§31-13-9(c) and (d).

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

Signature of

Affiant _____

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

Signature and Seal of Notary Public:

To be returned to the Contractor or Grantee of the Elmore County Public Schools.

CNP Federal Provisions

All funds being administered through ALSDE under the Child Nutrition Program are Federal and are government Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.

1. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246- Part 60.
2. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
3. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)
4. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), supplemented by Department of Labor regulations (29 CFR Part 5).
5. Bidders 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.
6. Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
7. Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
8. Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
9. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
10. Bidders must comply with the requirements of Debarment and Suspension (Executive Orders 12549-12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government exclusions I System of Award Management (SAM), in accordance with the OMB guidelines at 2.180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., . 189) and 12689 (3 CFR part suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory _____ regulatory authority other than Executive Order 12549.
11. Bidders must comply with the Buy American provision (7 CFR part 210.21). The term 'domestic commodity product' means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" is defined by USDA as meaning that over 51 percent of the final processed product consist of agricultural commodities that were grown domestically.

I certify by my signature below that I have received the above ACTS and that I will abide by them.

Company

Signature

Address

Print or type Name

Phone Number

Date

Complete, If Applicable

Documentation of Non-Domestic Products:

Vendor Name:

Domestic Agricultural Product:

Storage Area for Product: Dry Cooler/refrigerator Freeze

Country of Origin of Non-domestic substitution:

Select Reason for Exception: (Choose One)

1. The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of

satisfactory quality

2. Competitive bids reveal the cost of the United States food or food product is significantly higher than the non-domestic product.

a. Price of the original domestic food product as bid has increase significantly above the Agricultural Marketing Services (AMS) and/or Consumer Price Index (CPI); and

b. The non-domestic product meets the required specifications of the domestic product.

Date range for the substitution:

Beginning Date:

Ending Date:

Supporting Documentation Provided: (Attach as needed)

A. Documentation that the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality

B. Documentation that the price of the original domestic food product as bid has increase significantly above the Agricultural Marketing Services (AMS) and/or Consumer Price Index (CPI)

Vendor Representative's Name (Print)

Vendor Representative's Name (Signature)

Date: _____

SFA Representative's Name (Print)

SFA Representative's Name (Signature)

Date: _____

Bid Checklist of Required Items to Be Returned

- _____ Proof of Insurance
- _____ Good Agricultural Practices Certificate and/or United States Department of Agriculture (USDA) Inspection Certificate (PRODUCE BID ONLY)
- _____ Bid Specifications/Proposal Form
- _____ Vendor Certification
- _____ Owner Disclosure Certificate
- _____ Non-Collusive Bidding Certificate
- _____ References
- _____ Certification of Compliance with Specifications
- _____ Certification Regarding Drug Free Workplace
- _____ Certification of Debarment, Suspension, etc.
- _____ USDA Form AD-1048
- _____ Memo regarding HB56- AL Immigration Law Compliance
- _____ Affidavit of Alabama Immigration Compliance- Subcontractor
- _____ Child Nutrition Program Federal Acts
- _____ E-Verify Certification Form on file as required by school board

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

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

1. Mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue,
SW Washington, D.C. 20250-9410; or

2. Fax: (202) 690-7442; or

3. Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

*The enclosed "nondiscrimination" 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.