**Bid Awareness Letter**

Date: June 13, 2024

Subject: Chemical & Chemical Service Bid 2024-1

To whom it may concern:

You are invited to submit sealed bids for cleaning and maintenance products, dispensing equipment, training and on-going support for a comprehensive safety/sanitation program for the West Alabama Child Nutrition Consortium. Participating school districts include Fayette County, Lamar County, Marion County, Winfield City, Haleyville City, Jasper City and Walker County.

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

Bids should be received at the Winfield City Schools Board of Education, 330 Post Lane, Winfield, Alabama 35594 by 2pm, CDT, on Tuesday, July 9, 2024. Bid prices must be firm for 365 days from the bid opening date, with an option to renew annually for an additional 4 years. After 365 days a letter will be sent asking for a renewal with no material change (increase/decrease in price, adding or subtracting items, etc.) If there is a change in materials or a price increase/decrease, adding or subtracting items, etc., the vendor will not be allowed to renew the contract and the bid will be rebid annually.

Mail or send RFP/bid to the address at the head of this page and mark outside of the sealed envelope the number of this bid: CNP Bid- Chemical & Chemical Service 2024-1. Each Vendor must provide eight (8) copies of their response for each Director for a total of seven (7) copies of the bid at the bid opening.

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 Sandy McCaleb at 205-495-2517 (cell).

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

Sincerely,

Randy Thomley, Superintendent

Winfield City Schools

Sandy McCaleb, Child Nutrition Director

***Winfield City Schools***

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CNP Bid- Chemicals 2024-1

Sealed bids will be received at the Winfield City Board of Education, 330 Post Lane, Winfield, AL 35594 by 2pm, Tuesday, July 9, 2024 and then publicly opened and read for the Chemical & Chemical Service 2024-1 bid.

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***All bolded items listed above must be returned with the bid. Each Vendor must provide eight (8) copies of their response for each Director for a total of eight (8) copies of the bid at the bid opening***.

***Invitation to Bid***

***CNP Bid- Chemical & Chemical Service 2024-1***

The Winfield City Board of Education will accept bids for the following food for the school system’s Child Nutrition Program, according to the specifications set forth in this bid request:

**Item: CNP Bid- Chemical & Chemical Services**

The bid opening will be held July 9, 2024. Bids may be mailed to the attention of Sandy McCaleb, CNP Director, Winfield City Schools, 330 Post Lane, Winfield, AL 35594, or hand delivered at the bid opening. Bids will be publicly opened and read promptly at **2:00pm CST** on **July 9, 2024** No bids will be accepted once the opening begins. Please note any requirements listed on the response form and bid specification sheet.

The Winfield City Board of Education 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 Winfield City Board of Education 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 Winfield City County Board of Education.

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

All items in the bid shall be awarded to one vendor on the basis of lowest total price with all standards of quality for each item as described being met. Bidder is to quote prices on all items listed. A bid that does not contain a price for each item may not be considered.

Payment will be made by the school system upon receipt of invoice, inspection, and acceptance by a designated employee of the representative of the West Alabama Consortium.

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The Winfield City Board of Education 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 West Alabama Consortium. 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.

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.”

**INSTRUCTIONS TO BIDDERS**

The following requirements for the CNP Bid-Chemicals & Chemicals Services 2024-1 for the West Alabama Consortium has 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 Winfield City Board of Education:

1. Sealed bids may be mailed to: Sandy McCaleb, CNP Director, Winfield City Board of Education, 330 Post Lane, Winfield, Alabama 35594.
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 decimal places. The decision of the Winfield City Board of Education will be final on any question of pricing.
4. USDA regulations prohibit schools from paying service charges 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 **ten 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. Winfield City Board of Education is not liable for Federal Excise or State Sales Tax.
8. Firm prices shall be bid 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. Winfield City Board of Education 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 Winfield City 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 e-mail or phone to: Sandy McCaleb, CNP Director, Winfield City Board of Education, 330 Post Lane, Winfield, AL 35594, 205-487-0228(phone) or [smccaleb@winfield.k12.al.us](mailto:ehallman@havc.k12.al.us).
16. Winfield City Schools reserves the right to award this bid on an all-to-one vendor 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 Winfield City Board of Education 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.

1. 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. It is not the practice of the Winfield City Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, terms of delivery and payment, delivery schedule, past service and experience are factors that may be considered in awarding the bid.
2. It is the intent of the Boards of Education to pay invoices net 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.
3. A schedule for delivery will be developed with the successful bidder that will meet all the requirements of the school programs for food, food supplies and chemicals.
4. Bidders must make proposals strictly in accordance with the requirements and identification and in proposal format provided, otherwise, the bid will not be considered.
5. 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 Sandy McCaleb, Child Nutrition Director.
6. The Winfield City Board of Education 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.
7. Rejection of Bids:

The Winfield City Board of Education may reject a bid, but not limited to the following, if:

* The bidder misrepresents or conceals any material fact in the bid.
* The bid does not conform to the bid documents.
* The bid does not comply with requirements, specifications, and conditions of the bid document.
* It is deemed in the best interest of the Winfield City School system.
* Failure to mark the envelope as required.
* Failure to sign bid document.
* Failure to provide requested information or other details of the bid.
* Failure to sign and include Debarment and Suspension Certificate.
* Failure to provide a bid before the deadline of the bid opening

1. Price Escalation/De-escalation. All price increases/decreases shall be based on the new published manufacturer’s selling price for the goods specified herein.
2. The Winfield City Board of Education is not liable for Federal Excise or State Sales Tax.
3. Standard District Conditions:
4. 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 for Proposal, 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.
5. 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.
6. 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.

1. All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State.
2. 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.
3. No bid shall be withdrawn or modified after the time set for bid opening.
4. Bids received after the time set for the bid opening will not be considered.
5. The bid will be awarded at the first scheduled Board Meeting following the opening of the bid.
6. The awarding of the bid shall take place after the bid has been approved or rejected by the Board of Education.
7. 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.
   * Each party shall follow the procedure outlined below if a contract is to be terminated.
     1. All transactions shall be sent by Registered or Certified Mail.
     2. Step 1. Issue warning letter and outline violations and length of time to correct the problem.
     3. Step 2. Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
     4. Step 3. Issue letter to cancel contract.

**SPECIAL INSTRUCTIONS**

1. Specifications: Written description in the specification will prevail in case of conflict between written description and model number.
2. Alternate bids: Bidders shall submit only one (1) bid per item specified.
3. The West Alabama Child Nutrition Consortium intends to purchase the chemicals and chemical service identified in the attached specifications but also reserves the right to buy more or less than this amount for the bid price for a period of up to one year from the purchase date should the availability of funds change or if the system priorities change.
4. Brand names and model numbers are used to establish standards. Vendors are allowed to offer “equal” products. If a bidder chooses to bid an “or equal” brand, proof of equality must be submitted 10 days prior to bid opening and approved with the bid. Any and all variances in construction, design, performance, and accessories from the item specified must be submitted in writing to the contact person listed in the ‘Invitation to Bid.” This information shall be submitted in addition to the manufacturer's cut sheet, 10 days prior to bid opening. The Directors will serve as sole judge in determining “equals.”
5. Demonstration/Training: Training of the equipment should be provided by a certified person specified by the bidder. The bidder shall indicate the name and phone number of the person responsible for the demonstration and training. The demonstration and training are to be conducted at a time agreeable to the school system. Failure to provide this information will be considered a reason for the rejection of the bid.
6. Factory-Authorized Service Agents: The bidder shall indicate the name, address and phone number of a factory-authorized service agency for each item specified. The factory-authorized service agency may be located within 250 miles of the installation site or district. Please provide this information in addition to the dealer service required.
7. Codes: All equipment must be constructed in accordance with the National Sanitation Foundation Code. All equipment must be listed and approved, where applicable, for U.L., AGA, and ASME requirements and all other retirements as specified by local building codes, plumbing codes, fire codes, and all other state and local codes. All food service equipment must bear the applicable seals.
8. Manuals: The Directors shall be provided two (2) copies and each manager one (1) copy of Safety Data Sheets. These manuals shall be provided within ten days of installation.
9. Additional requirements:
   1. The successful bidder may visit the district and/or job site prior to installation (Contact CNP Director for appt).
   2. Alternate bidders must submit pre-approved equal status information no later than 10 days prior to the bid opening to Sandy McCaleb at [smccaleb@winfield.k12.al.us](mailto:smccaleb@winfield.k12.al.us) or 205-495-2517 (cell).
   3. Successful bidders are to ensure that all equipment is compatible with present electrical connections if applicable and report to the Director or designee.
   4. The successful bidder will provide training to the staff as often as needed.

12. If you have any questions concerning this bid contact Sandy McCaleb at 205-495-2517 (cell).

**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.

**Bid Specification/Proposal Form**

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

Sandy McCaleb, Child Nutrition Director

Winfield City Schools

330 Post Lane

Winfield, Alabama 35594

By 2pm, CDT, on Tuesday, July 9, 2024

In compliance with your invitation to bid on the CNP Bid- Chemical & Chemical Services 2024-1 bid, the undersigned proposal to furnish the participating schools of the West Alabama Consortium in compliance with the terms and conditions listed in the Instructions to Bidders, the price set forth is the net school cost delivered.

Winfield City Schools and the West Alabama Consortium reserves the right to award the bid either line item or firm bottom line.

**CHEMICAL SERVICE SPECIFICATIONS**

The Purpose of this Request for Proposal (RFP) is to obtain proposals from qualified companies in order to establish a vendor to provide cleaning and maintenance products, dispensing equipment, training and on-going support for a comprehensive safety/sanitation program for the child nutrition programs in the districts. The program will provide training on safe working practices (according to OSHA regulations), direct school site delivery of products, training in the proper use of cleaning chemicals/supplies. An important component of the Program is the delivery of safe food handling training by a qualified trainer for all food service employees. The company will be responsible for documenting all training and inspections. Inspection reports must document program compliance and must be provided to the individual sites and Supervisor of Food Services. All products supplied for use in the sanitation and cleaning program are to be safe and effective when used as directed for the intended purposes in a K-12 school environment. CEU certificates for all training is required. If unable to provide all of the *above* services with this RFP, an RFP for dispensing systems, products and materials with safety data sheets may be accepted as a proposal on the awarded date.

**CHEMICAL SERVICE SPECIFICATIONS**

VENDOR RESPONSIBILITIES:

A complete Food Service Sanitation System with services and materials consisting of (if available):

* Personnel instruction and documented ongoing training
* CEU Certificates for staff training
* Posters and instructional materials on proper handling
* Management of inventory control system for all materials provided
* Documented routine reporting system
* A syllabus of the proposed service program (attached to this proposal).
* Direct delivery to each school site supplies with a monthly/rotation of inventory and re-supply.
* Training and site assistance to all staff, follow up training sessions with each site and on-site troubleshooting a problem sites
* Support documentation such as posters, computerized service reports, color charts, notebooks, MSD sheets, spray bottles, gloves, scrapers, package openers and employee notebooks explaining the program.
* Assessment of current standard operating procedures (SOP's)

VENDOR IMPLEMENTATION STANDARDS: Implementation of completed program to each school site must be completed within thirty (30) working days of bid award contract signature and *vendor* will provide sufficient service personnel to coordinate complete implementation of the program. Awarded vendor may request additional time for implementation if it is determined that for an unforeseen reason it is not possible to complete implementation during that time. Requests must be submitted within *five* (5) working days after award. Written approval will be given by the Director.

Service reports after each visit must be left at each site with the Food Service Manager or designee. A detailed master copy documenting routine service calls and training sessions for each site must be sent to the designee at the Department of Food and Nutrition Services each month commencing one month after the program is in place and monthly thereafter for each bid period. Reports are to include the date and time spent at each site, brief description of the training and services provided, any recommendations or observations as related to sanitation practices, HACCP procedures or food safety and handling. Reports will have a signature of the Food Service Manager or designee that received the report. All reports must be legible. Electronic reports are preferred.

* Vendor will provide direct delivery to each school site of product, materials, etc. (each school is to be serviced monthly at least). Proposals should be based upon a minimum of ten (10) up to twelve (12) visits to each school location annually depending on whether summer feeding is being conducted.
* Vendor will ensure all necessary Material Safety Data Sheets for all products are posted in each school's site in accordance with OSHA's Hazardous Communications Act. Vendor will ensure all mixing/usage cards, charts and other instructional materials are posted throughout the Food Service area.
* Vendor shall provide annual Hazard Analysis Critical Control Points (HACCP) review and ongoing training for all management staff.
* Vendor will agree to a 48-hour response time to any location with re-supply needs or technical needs/special situations.
* Vendor shall conduct an annual review of the District's Department of Food and Nutrition Services HACCP procedures. This should identify gaps between national standards and existing procedures. After this process, the vendor will make recommendations to the Directors Department of Food and Nutrition Services for updating HACCP procedures.
* Normal service will be required between the hours of 7:00AM and 1:00PM Monday through Friday. If necessary, the district's Department of Food and Nutrition Services may request that training be done prior to 10:00AM or after 1:00PM.

**MINIMUM SPECIFICATIONS FOR MATERIALS:**

* VENDOR WILL PROVIDE SDS SHEETS, cleaning procedures for products. Charts, posters and any training materials pertinent to employee training and follow-up. Adhesive or method to secure posters etc. at each site must be provided for each school site and replaced as needed and one copy to the Child Nutrition Director.
* Vendor will ensure all bottles, containers; dispensing equipment is properly labeled with OSHA compliant labeling information to the cleaning materials.
* Vendor to provide procedure and reference manual covering the mixing, use and application of all materials used in the program. Reference guide to be complete with bilingual usage, application tools and task list.
* Vendor will provide after the implementation period, a detailed schedule of all service call times and dates for each site for the entire school year.
* Samples of all the SDS materials", i.e. charts, booklets, support material etc. may be requested after the bid opening date for evaluation purposes. Vendor has five working days to submit requested materials, after notification from the Supervisor of Food Services. Failure to provide supply sample materials when requested will cause the vendor to be ruled nonresponsive and removed from consideration for award.

**MANUAL CLEANING PRODUCTS/MATERIALS SPECIFICATIONS**:

* All Purpose Cleaner (for floor cleaning and spray applications): To be used with manual and/or machine cleaning methods. To be a low suds, easy to rinse detergent. Product to be biodegradable. Product to make a clear, soluble solution and leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must dilute in hard or soft water. Chemical composition: concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders. Pleasant sent. Approximate PH: 9.8 ± .3 in solution.
* Multi-Purpose Degreaser (for degreasing floors and spray applications any non-food surface): To be used for heavy cleaning, degreasing of floors, food service equipment and other difficult to clean surfaces. Product to be biodegradable and must dilute in hard or soft water. Chemical composition: blend of mixed liquid quaternary ammonium chlorides. Approximate PH 7.2 ± .3 in solution.
* Sanitizer (quaternary solution- no bleach): Concentrated liquid blend of quaternary ammonium compounds. Product to be biodegradable. Must be EPA registered and EPA registration must be on the label. Sanitizer must dilute in hard or soft water. Chemical composition: blend of mixed liquid quaternary ammonium chlorides.
* Pot and Pan Detergent: Low foaming compound for medium, soft or hard water that shall cut grease and clean pots and pans. A pre-measured liquid compound is required. Product to be odorless or have a pleasant fragrance and biodegradable. The compound should not cause irritation to hands. Product shall demonstrate excellent grease cutting ability, removal of excess cooked on foods and have sustaining suds ability. Product to leave no film or residue and shall not stain or discolor when used at recommended proportions
* Germicidal Detergent (for cleaning and disinfecting): To be concentrated liquid quaternary ammonium compound or equally effective compound appropriate for housekeeping procedures which do not involve the cleanup of blood or other infectious material and comply with the definition and appropriate use in existing facilities of a germicidal cleaner. Must be EPA registered and EPA registration number must be listed on the label. To clean au surfaces including those that are resilient. To rid odors by removing odor forming bacteria. To leave no masking or cover up odor. To be biodegradable and shall leave no film or residue and shall not stain or discolor when used at recommended proportions. Product must dilute with hard or soft water

Hand Care Products/ Material Specifications:

* Protective Barrier Cream: Product to be water repellent protective cream for the skin for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Must be slightly scented or unscented, fatty, silicone free cream of water in oil emulsion type. Product to have a PH of approximately 6 to 7. Product to be packed in individual portion packets or easy to use tubes.

**Warewashing Cleaning Products/Materials Specifications**

* High Temperature Dish Detergent: Aluminum -safe metal cleaning detergent. Especially formulated for commercial food service operations to emulsify heavily soiled dishes. Vendors must provide a closed loop bottling system.
* High Temperature Rinse Additive for Use In Rinse Injections: Reduces surface tension causing water droplets to form a continuous water film that sheets off leaving a spot and streak free surface. Products must include sanitizer. Vendors must provide a closed loop bottling system.
* Lime Scale Remover: Removes lime, food film and scale from stainless steel, aluminum, ceramic, glass and plastic surfaces and equipment in food processing operations. This product must also be able to be used outside the dish machine. Vendors must provide bottles for this purpose.
* Rinse Additive: To be used with high and low temperature dishwasher machines. Additives shall allow dishes and trays to dry faster and eliminate potential bacteria buildup from storing wet dishes or towel drying.
* Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions. Vendor must provide a closed loop bottling system.
* Other: Sanitizer test kits and dispensing equipment (with OSHA compliant labeling and instructions)

Services:

The scope of work for this project shall include the purchase and delivery of chemicals and sanitation products during the school year to various school sites. All Products shall comply with the requirements set forth by local, state and federal regulatory agencies. All deliveries shall be coordinated with the Contract Administrator and Food Service Managers. Additionally, services may be required at the awarded rate to school sites that operate through the summer months, if applicable to the district.

Goods are to be delivered by a successful bidder at least 30 days from order or a timeframe agreed upon by Directors.

DISTRICT’S ESTIMATED AVERAGE DAILY PARTICIPATION

The NCACBG requests that you submit a RFP/bid for the following schools and these estimated ADP are only approximate for the sake of this RFP/bid.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **West Alabama CNP Consortium** | | | | | | | |
|  | | | | | | | |
| **Fayette County Schools** | | | | | | | |
| **School Name** | **School Address** | **Y=Dishmachine N=No Dishmachine** | **High Temp Dishmachine** | **Low Temp Dishmachine** | **Breakfast ADP** | **Lunch ADP** | **Supper Program** |
| Berry Elementary School | 341 School Avenue, Berry, AL 35546 | Y | Y | N | 182 | 290 | N/A |
| Berry High School | 18242 Highway 18 East, Berry, AL 35546 | Y | N | Y | 41 | 165 | N/A |
| Fayette Elementary School | 509 2nd Street N.E., Fayette, AL 35555 | Y | Y | N | 229 | 411 | N/A |
| Fayette Middle school | 418 3rd Ave NE, Fayette, AL 35555 | Y | Y | N | 124 | 287 | N/A |
| Fayette Co. High School | 202 Tiger Drive, Fayette, AL 35555 | Y | Y | N | 84 | 215 | N/A |
| Hubbertville School | 7360 Co. Rd. 49, Fayette, AL 35555 | Y | Y | N | 158 | 351 | N/A |
| **Totals** |  | **6** | **5** | **1** | **818** | **1719** | **0** |
|  | | | | | | | |
| **Haleyville City Schools** | | | | | | | |
| **School Name** | **School Address** | **Y=Dishmachine N=No Dishmachine** | **High Temp Dishmachine** | **Low Temp Dishmachine** | **Breakfast ADP** | **Lunch ADP** | **Supper Program** |
| Haleyville Elementary | 2000 20th St, Haleyville, AL 35565 | Y | Y | n/a | 368 | 641 | N |
| Haleyville Middle | 2014 20th Ave, Haleyville, AL 35565 | Y | n/a | Y | 110 | 270 | N |
| Haleyville High | 2001 20th St, Haleyville, AL 35565 | N | n/a | n/a | 198 | 342 | N |
| **Totals** |  | **2** | **1** | **1** | **676** | **1253** |  |
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| **Jasper City Schools** | | | | | | | |
| **School Name** | **School Address** | **Y=Dishmachine N=No Dishmachine** | **High Temp Dishmachine** | **Low Temp Dishmachine** | **Breakfast ADP** | **Lunch ADP** | **Supper Program** |
| Maddox Intermediate School | 1 Panther Trail, Jasper, AL 35501 | Y | Y | N | 325 | 500 | N |
| Memorial Park Elementary | 706 10th Avenue, Jasper, AL 35501 | Y | Y | N | 150 | 370 | N |
| T.R. Simmons Elementary | 1001 East 19th Street, Jasper, AL 35501 | Y | Y | N | 200 | 450 | N |
| Jasper High School | 1501 Viking Drive, Jasper, AL 35501 | Y | Y | N | 250 | 900 | N |
| **Totals** |  |  |  |  | **925** | **2220** |  |
|  | | | | | | | |
| **Lamar County Schools** | | | | | | | |
| **School Name** | **School Address** | **Y=Dishmachine N=No Dishmachine** | **High Temp Dishmachine** | **Low Temp Dishmachine** | **Breakfast ADP** | **Lunch ADP** | **Supper Program** |
| **South Lamar High School** | 300 SLS Road  Millport, AL 35576 | Y | Y | N | 300 | 500 | N |
| Sulligent | 661 Elm Street  Sulligent, Al 35586 | Y (Pot & Pan) | Y | N | 200 | 585 | N |
| Vernon Elementary | 9724 HWY 18  Vernon, Al 35592 | Y | Y | N | 200 | 285 | N |
| Lamar County High School | 8990 Hwy. 18 West Vernon, AL 35592 | Y | Y | N | 150 | 500 | N |
|  |  |  |  |  |  |  |  |
| **Totals** |  |  |  |  | **0** | **0** |  |
|  | | | | | | | |
| **Marion County Schools** | | | | | | | |
| **School Name** | **School Address** | **Y=Dishmachine N=No Dishmachine** | **High Temp Dishmachine** | **Low Temp Dishmachine** | **Breakfast ADP** | **Lunch ADP** | **Supper Program** |
| Brilliant | 10180 STATE HWY 129 BRILLIANT, AL35548 | Y | Y | N | 80 | 192 | N |
| GUIN | 7980 US HWY 43, GUIN, AL 35563 | Y | N | Y | 159 | 456 | N |
| HACKLEBURG | 185 SCHOOL STREET, HACKLEBURG,AL 35564 | Y | Y | N | 160 | 450 | N |
| HAMILTON ELEM | 784 10TH AVE SW, HAMILTON, AL 35570 | Y | Y | N | 215 | 500 | N |
| HAMILTON HIGH | 400 MILITARY STREET S,, HAMILTON, AL 35570 | Y | Y | N | 190 | 630 | N |
| PHILLIPS | 160 SCHOOL AVE, BEAR CREEK, AL 355543 | Y | Y | N | 165 | 470 | N |
| **Totals** |  |  |  |  | **969** | **2698** | **0** |
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| **Walker County Schools** | | | | | | | |
| **School Name** | **School Address** | **Y=Dishmachine N=No Dishmachine** | **High Temp Dishmachine** | **Low Temp Dishmachine** | **Breakfast ADP** | **Lunch ADP** | **Supper Program** |
| Carbon Hill | 283 Bulldog Blvd. Carbon Hill, AL 35549 | Y | Y | **N** | 301 | 493 | Yes |
| Bankhead | 110 School Rd Cordova, AL 35550 | Y | Y | **N** | 73 | 175 | NO |
| Cordova Ele | 35 North Street Cordova, AL 35550 | Y | Y | **N** | 144 | 274 | NO |
| Cordova High | 183 School Rd Cordova, AL 35550 | Y | Y | **N** | 140 | 248 | NO |
| Curry [Ele.MS](http://ele.ms/) | 85 Yellow Jacket Dr. Jasper, AL 35503 | Y | Y | **N** | 317 | 571 | NO |
| Curry High | 115 Yellow Jacket Dr. Jasper, AL 35503 | Y | Y | **N** | 63 | 157 | NO |
| Dora High | 330 Glenn C Gant Circle Dora, Al 35062 | N | N | **N** | 79 | 194 | NO |
| Lupton | 1110 Prospect Rd Nauvoo, AL 35578 | Y | Y | **N** | 146 | 282 | NO |
| Oakman Middle | 142 School St Oakman, AL 35579 | Y | Y | **N** | 179 | 347 | Yes |
| Oakman High | 10699 Main Street Oakman, AL 35579 | Y | Y | **N** | 74 | 181 | NO |
| Parrish | 95 Engle Street Parrish, AL 35580 | Y | Y | **N** | 178 | 241 | NO |
| Sumiton Ele | 70 1st St. N Sumiton, AL 35148 | Y | Y | **N** | 296 | 458 | NO |
| Sumiton MS | 275 1st St N Sumiton, AL 35148 | Y | Y | **N** | 190 | 313 | NO |
| Valley | 155 Valley School Rd Jasper, AL 35504 | Y | Y | **N** | 287 | 460 | NO |
| **Totals** |  |  |  |  | **1204** | **2000** |  |
|  | | | | | | | |
|  | | | | | | | |
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| **Winfield City Schools** | | | | | | | |
| **School Name** | **School Address** | **Y=Dishmachine N=No Dishmachine** | **High Temp Dishmachine** | **Low Temp Dishmachine** | **Breakfast ADP** | **Lunch ADP** | **Supper Program** |
| Winfield Elementary School | 601 County Hwy. 14, Winfield, Alabama 35594 | Y = Pot and Pan | N | Y | 203 | 418 | N/A |
| Winfield Middle School | 481 Apple Avenue, Winfield, Alabama 35594 | Y = Pot and Pan | N | Y | 80 | 249 | N/A |
| Winfield High School | 232 Pirate Cove, Winfield, Alabama 35594 | Y=Dishmachine | Y | N | 62 | 254 | N/A |
| **Totals** |  | **3** | **1** | **2** | **345** | **921** | **0** |
|  |  |  |  |  |  |  |  |

**Bid Proposal Form**

Please list the final price for each item.

School: Charge per Location per Month

Fayette County Schools

* + - 1. Berry Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Berry High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. Fayette Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      4. Fayette Middle School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      5. Fayette County High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      6. Hubbertville High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School: Charge per Location per Month

Haleyville City Schools

* + - 1. Haleyville Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Haleyville Middle School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. Haleyville High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School: Charge per Location per Month

Jasper City Schools

* + - 1. Maddox Intermediate School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Memorial Park Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. T.R.Simmons Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      4. Jasper High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School: Charge per Location per Month

Lamar County Schools

* + - 1. Berry High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Fayette Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. Fayette Middle School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      4. Fayette County High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      5. Hubbertville High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School: Charge per Location per Month

Marion County Schools

* + - 1. Brilliant High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Guin Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. Hackleburg High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      4. Hamilton Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      5. Hamilton High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      6. Phillips High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School: Charge per Location per Month

Walker County Schools

* + - 1. Carbon Hill School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Bankhead School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. Cordova Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      4. Cordova High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      5. Curry Ele.MS School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      6. Curry High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      7. Dora High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      8. Lupton School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      9. Oakman Middle School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      10. Oakman High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      11. Parrish School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      12. Sumiton Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      13. Sumiton Middle School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      14. Valley School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School: Charge per Location per Month

Winfield City Schools

* + - 1. Winfield Elementary School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Winfield Middle School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. Winfield High School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Total \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Items (May list separately from this page and include in each copy of the bid):

|  |  |  |
| --- | --- | --- |
| Item | Quantity | Price |
| Laundry Safer Choice – 25 lb. pail (each) | Pail |  |
| Combi Lime – Combi oven delimer – 1 gal (4/case) | Gallon |  |
| Combi Clean/Degreaser - Combi oven cleaner - 1 gal (4/case) | Gallon |  |
| Combi Rinse - Combi oven rinse – 1 gal (4/case) | Gallon |  |
| Clinging Delimer– Spray Descaler – 1 quart (6/case) | Case |  |
| Safe Choice Oxy Clean – 8 lb. pail (2/case) | Pail |  |
| Biologically Enhanced Cleaner – Enzyme Drain Cleaner  2 gallon pouch dilution (60 pouches/carton) | Carton |  |
| Biologically Enhanced Cleaner – Enzyme Drain Cleaner  5 gallon pouch dilution (5 pouches/carton) | Carton |  |
| pH Neutral Floor Cleaner 2 gallon pouch dilution (180 pouches/carton) | Carton |  |
| Nail Brush (each) | Each |  |
| T-Sticks Temperature Strips (250/Case) | Case |  |
| Online Tracking System Access |  |  |
| ServSafe Instruction, Manual & Test (15 pers. Class min.) |  |  |
| Creation of Customized HACCP Plan for the District (0-10 sites) |  |  |
| Creation of Customized HACCP Plan for the District (11-20 sites) |  |  |
| HACCP Binders for Each Site  (per binder) |  |  |
| Annual Update to SFSPac® HACCP Plan |  |  |
| Update to SFSPac® HACCP Plan After 2 Years |  |  |
| District HACCP Gap Analysis |  |  |

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

*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 Winfield City Schools and the West Alabama Consortium with chemicals and chemical services in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Sandy McCaleb, CNP Director

Winfield City Schools

330 Post Lane

Winfield, AL 35594

Bids will be opened ***July 9, 2024 at 2pm CST*, at Winfield City Board of Education.** The Winfield City 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. The entire bid will be awarded to one vendor.

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 Disadvantaged**1** 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:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. 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.
3. 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.
4. 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 FOOD and FOOD SUPPLY SALES FOR THE WEST ALABAMA CONSORTIUM CHILD NUTRITION PROGRAMS

We propose to provide **FOOD AND FOOD SUPPLIES** and guarantee that if the contract is awarded to us, we will provide **FOOD AND FOOD SUPPLIES** 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 (dX2) 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)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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 |

**U.S. DEPARTMENT OF AGRICULTURE Form AD-1048**

**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:
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transactions by any Federal department or agency;

1. 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;

1. 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
2. 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.
3. Where the prospective primary participant is unable to certify to any of the statements in this

certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Name PR/Award Number or Project Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature(s) Date

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.
8. 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.
9. 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.
10. 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 Contractoror 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 Winfield City Board of Education active vendor file. If you have any questions, please contact me at 205-486-9231 ext. 6.



1 ALA. CODE §§31-13-9 (a) and (b). *See* http:// [www.ago.state.al.us](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 WINFIELD CITY BOARD OF EDUCATION**

**Alabama Immigration Law Compliance Requirements to all Contractors of the Winfield City Board of Education**

As a Contractor to the Winfield City 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**

ln compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND

CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 3l - l3-9 (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 Winfield City Board of Education.

***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 (3 I 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**

**SAMPLE SMALL PURCHASE CHECKLIST**

Regardless of procurement method used, the following factors will be determined regarding the allowability of costs:

* 1. Be necessary and reasonable for the proper and efficient administration of the program (s)
  2. Be allocable to federal awards applicable to the administration of the programs (s)
  3. Be authorized and not prohibited under state and local laws

After satisfying these factors, the following steps will be taken:

* Obtain a list of items needed and develop specifications
* Receive quotes from multiple vendors
* At the appointed time, review all price quotes according to specifications and determine lowest and best price evaluations meeting specifications
* Maintain all documentation for a minimum of three years plus the current year

**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**

\_\_\_\_\_ 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

\_\_\_\_\_ W-9

\_\_\_\_\_ Certificate of Liability Insurance Coverage Delivery Vehicles

**USDA NON-DISCRIMINATION STATEMENT**

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

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

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

1.**Mail**:

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

2. **Fax:** (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.

**Contact Information Per School District**

**Walker County Schools**

Please contact Janell Aultman at [aultmanj@wcslive.com](mailto:aultmanj@wcslive.com) for a contact list for Walker County Schools.

**JASPER CITY SCHOOLS**

**Child Nutrition Program**

**P. O. Box 500**

**Jasper, AL 35502-0500**

**Beckie Martin, Director**

**Work: 205-384-6880**

**205-387-0351**

**Home: 205-387-2586**

**Cell: 205-221-8020**

**Maddox Intermediate School Jasper High School**

**B: ADP 325/L: ADP 500 B: ADP 250/L: ADP 900**

**1 Panther Trail 1501 Viking Drive**

**Jasper, Alabama 35501 Jasper, Alabama 35501**

**Ann Quinn, Manager Cindy Vanzant, Manager**

[**rquinn@jasper.k12.al.us**](mailto:rquinn@jasper.k12.al.us)[**cvanzant@jasper.k12.al.us**](mailto:cvanzant@jasper.k12.al.us)

**205-384-3235 205-221-9277**

**Memorial Park Elementary Jasper City Board Education**

**B: ADP 150/L: ADP 370 110 17th Street West**

**706 10th Avenue PO Box 500**

**Jasper, Alabama 35501 Jasper, Alabama 35502**

**Vickie Godfrey, Manager Dr Ann Jackson, Superintendent**

[**vgodfrey@jasper.k12.al.us**](mailto:vgodfrey@jasper.k12.al.us) **205-384-6880**

**205-384-6461**

**T. R. Simmons Elementary**

**B: ADP 200/L: ADP 450**

**1001 East 19th Street**

**Jasper, Alabama 35501**

**Stacy Weaver, Manager**

[**sweaver@jasper.k12.al.us**](mailto:sweaver@jasper.k12.al.us)

**205-387-2535**









