

## Notice of Invitation to Bid on Bread for Geneva County Child Nutrition Program

Date Issued June 16, 2025

To: All Interested Parties

From: Anna Whitehead, CNP Director  
Geneva County Schools  
P.O. Box 57  
Geneva, AL 36340

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Items: Bread and Bakery Products

Type of Contract: <b>ANNUAL BOTTOMLINE</b> WITH ESCALATION (DE-ESCALATION) CLAUSE ...Renewable for 4 additional years
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Period: **August 1, 2025 to July 31, 2026**

Proposal Opening: **9:30 a.m. on Monday July 7, 2025**

Mail Proposals To: Hand deliver to the above address or mail to:

Geneva County Board of Education/Child Nutrition Program  
606 S. Academy Street  
Geneva, AL 36340

ENVELOPE SHOULD BE PLAINLY MARKED "BREAD BID 2025-2026" with Date and time of opening.

Conditions: In strict accord with Sections I through IX.

Contact: If you have any questions concerning this Request for Bid, please contact Anna Whitehead, (334) 684-5701 or [whiteheada@genevacoboe.org](mailto:whiteheada@genevacoboe.org).

**NOTICE OF INVITATION TO BID  
ON BREAD FOR  
GENEVA COUNTY CHILD NUTRITION PROGRAM  
2025-2026  
SCHOOL YEAR**

**BID #2025-2026/ 01**

**TO ALL INTERESTED BIDDERS:**

The Geneva County Board of Education is requesting bids for **“BREAD”** for Geneva County Schools in accordance with the enclosed specifications for the period of August 1, 2025 – July 31, 2026.

All bids shall be sealed and the **ENVELOPE SHOULD BE PLAINLY MARKED “BREAD BID WITH BID NUMBER, DATE, AND TIME OF OPENING”**. For mailing purposes, please address your bid to the Geneva County Board of Education CNP Program, 606 South Academy Drive, Geneva, AL 36340.

Please allow ample time for delivery of mail by the postal service. **Bids received late will not be considered.**

Bids may be hand-delivered to the Geneva County Board of Education, located at 606 South Academy Street, Geneva, AL 36340 by **9:30 A.M. July 7, 2025. The bid opening will be held at 9:30 A.M. Monday, July 7, 2025.** The Geneva County Board of Education reserves the right to accept or reject any or all bids and to waive any formalities.

If you have any questions concerning the bid, please contact Anna Whitehead, Child Nutrition Director, at 606 South Academy Street, Geneva, AL 36340 or telephone 334-684-5701, no later than seven (7) working days prior to the time and date set for the bid opening.

Your interest and participation is appreciated.



Becky Birdsong  
Superintendent of Education  
Geneva County Schools

## **BID INSTRUCTIONS**

### **Bid Package:**

The bid package consists of the following

- Section I      Invitation to Bid
- Section II      General Instructions  
                      Special Products Stocking and Recovery
- Section III     Special Conditions
- Section IV     Debarment Certification
- Section V      Instructions for Certification
- Section VI     Product Identification/Bid Sheets
- Section VII    List of Delivery Sites
- Section VIII   Non Discrimination Statement
- Section IX     E-Verify
- Section V      Federal Procurement Bid Provisions

### **Invitation to Bid Form: (Return this form completed- page 3)**

All information requested on the Invitation to Bid form must be completed. Incomplete and/or unsigned forms may be rejected. Special attention should be given to instructions and general conditions and definitions.

### **Product Identification/Bid Sheets: (Return this form completed- page 16)**

Section VI, Product Identification/Bid Sheets – When you complete the Product Identification/Bid Sheets you must forward all totals to the Grand Total Bid Sheet (Page 3) of the bid document.

### **Debarment Certification Form: (Return this form completed- page 14)**

Section IV Debarment Certification- This form must be completed and returned.

### **Bid Form:**

Bids must be presented on the form supplied herein or a copy of that form. Bids submitted on any other form, unless prior approval for such deviation is granted by Geneva County Board of Education, will be rejected.

E-Verify: (Return this form completed-pages 19-23-Section IX

**SECTION I- INVITATION TO BID**

Date Bid Issued: \_\_\_\_\_

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

Name of Firm Submitting Bid: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Our bottom line bid for products included in Section IV is as follows:

Amount \$ \_\_\_\_\_

***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 there from.***

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in contract Sections II and III.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

## SECTION II

### 2.0 GENERAL INSTRUCTIONS

#### 2.1 General Conditions:

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

#### 2.2 Bidder Responsibility:

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

#### 2.3 Clarification:

If a clarification is required the request shall be made in writing, to the Geneva County Board of Education not later than seven (7) working days prior to the time and date set for the bid opening. The Child Nutrition Program Director will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

#### 2.4 Brand Identification:

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

#### 2.5 Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by Geneva County Board of Education or as a result of violations of the contract terms by any contractor.

#### 2.6 Error in Bid:

In case of an error in the price extensions the unit price will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. The Geneva County Board of Education does reserve the right to correct mathematical errors which cause an incorrect extension.

The right to correct mathematical error shall be limited to correcting an extension error brought about when multiplying the unit cost by the usage. Unit cost shall be defined for the purposes of this document, to mean the delivered cost of a specific bid unit and is to include any applicable freight cost and any other associated costs.

#### 2.7 Submission of Bid:

Bids shall be submitted in compliance with the following criteria:

- a. Bids must be submitted signed and sealed to the location specified on the Invitation to Bid. The bid file number, time and date of bid opening and the term, "Bread Bid" shall be noted on the face of the envelope in the lower left corner.
- b. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. **Bids sent via regular or express mail must be sent to the Geneva County Board of Education - Child Nutrition Program, 606 South Academy Drive, Geneva, AL 36340.**
- c. Fax bids will not be accepted.
- d. Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. **Signed bid form must be original signature.**
- e. The bid contract must be used without alterations.
- f. Invitation to Bid (Page 3), Debarment Certification Form Section (Page 14) and Product Identification/Bid Sheets (Page 16) shall be in a sealed envelope with the company name, bid file number and opening date on the outside of the envelope. It should be marked "Bid Documents". Bid documents shall be placed in an envelope as set forth above for mailing or delivery to the Geneva County Board of Education, Child Nutrition Program. It shall not be necessary that any other sections of this document be returned with the bid. The envelope containing Bid Document shall be plainly marked in the lower left corner "**Bread Bid 2025-2026/01**" and shall have the name and return address of the bidding company appropriately shown on the face of the envelope.

2.08 **Bid Acceptance:**

Geneva County Board of Education reserves the right to reject any or all bids, to waive any informality and unless otherwise specified by the bidder, to accept any item on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that Geneva County Board of Education has sixty (60) days to accept.

2.09 **Award:**

- a. Contracts will be established between the lowest responsible, responsive bidder and Geneva County Board of Education except as may otherwise be specified in the Invitation for Bid. Awards will be based on the total or bottom line on all items
- b. Geneva County Board of Education reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Geneva County Board of Education, bids submitted by that bidder will be rejected.
  1. **Delivery Ability:**  
Bidder must demonstrate or has demonstrated to Geneva County Board of Education the ability to promptly and efficiently deliver all the items on the bid list.
  2. **Capacity:**  
Bidder must demonstrate to Geneva County Board of Education that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
  3. **Reliability:**  
For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered

unreliable, thus non-responsible, if for any reasons other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

4. Accounting Procedures:

A bidder, to be considered for award, must clearly demonstrate to Geneva County Board of Education the capability to provide accurate, reliable and timely invoices, statements, and credits. They must demonstrate the ability and capability to provide any and all data.

5. Facilities and Equipment:

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

6. Delivery Equipment:

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

7. Review Process:

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

2.10 Taxes:

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

2.11 Gifts, Rebates, Gratuities:

Acceptance of gifts from contractors and the offering of gifts by contractors is prohibited. No employee of Geneva County Board of Education or any other entity purchasing or receiving bread under provision of

the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate or gratuity. Violations of this provision are punishable under the laws of the State of Alabama.

2.12 Alternate Bids:

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

2.13 Substitute Distributor:

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

2.14 Cancellation:

This contract shall be in effect for the period of August 1, 2025 to July 31, 2026 unless cancelled for justifiable cause by Geneva County Board of Education. If this should be the case, the contract would be offered to the alternate contractor. If the alternate distributor will not accept and a rebid is required, the prime distributor who was cancelled by Geneva County Board of Education will not be permitted to bid. Further, that distributor, by having the contract cancelled for justifiable cause, may have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period.

If a distributor cancels a contract, the stipulations applicable to a cancellation imposed by Geneva County Board of Education will apply.

2.15 Standard Contract Conditions:

- a. This contract shall be governed in all aspects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama and the United States.
- b. Contractors providing service under this invitation for bids, herewith, assures the Geneva County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- c. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulation (41 CFR Part 60).
- d. State Sales Tax Exemption information will be issued upon request.
- e. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap



- f. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Geneva County Board of Education its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- g. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
- h. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857{h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- i. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- j. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.

#### 2.16 Assignment:

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

#### 2.17 Product Requirements:

##### 1. Product Specifications and Packaging Requirements:

All bread must be produced in compliance with the conditions, regulations, and requirements of the Alabama Department of Education. Nutritional Analysis of each product must be included in the Bidders submission.

- a. Whole Wheat Bread- Bread needs to be at least 50% whole grain made from 100% whole wheat flour and the remaining grain, if any, must be enriched.
- b. Quality – When delivering bread on a weekly basis, contractors are required to deliver bread which is “strictly fresh”, since the product may be held on premises for seven (7) days. “Strictly fresh” indicates that the bread was baked not longer than twenty-four (24) hours prior to delivery.
- c. Variety – Contractor shall advise Geneva County Board of Education of bread variations which may either improve consumer acceptance, add variety to menus or provide greater value.
- d. Bread should be packaged in moisture proof wrappers or bags with production date codes clearly marked.
- e. Packages which are dirty, torn, open and/or damaged in any way will not be accepted.

- f. Successful bidder must provide rolling bread racks or rolling storage units to shelf the bread at delivery location that are no taller than 6.5 feet. The racks must be kept in safe working condition and free of additional charges. All bread trays should be clean without noticeable dirt and grime. Racks will be stored inside the kitchen area for Food Security.

2. Product Protection Guarantees:

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

3. Import Products:

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

4. Brand “Quoting On”:

Not applicable to this bid.

5. Units of Purchase:

The Unit of Purchase is specified on Page 16.

## SECTION III

### 3.0 SPECIAL CONDITIONS

#### Scope

#### 3.1 Purpose:

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

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

#### 3.2 Contract Duration

The duration of these contracts shall be 1 year from August 1, 2025, through July 31, 2026. The effective date (date of issue) is expected to be August 1, 2025.

#### 3.3 Volume:

The quantities indicated on the bid form are based on previous year's purchases and are accurate to the best of our ability to gather data. However, bidders must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase an amount in excess of actual requirements.

#### 3.4 Restriction:

No purchase shall be made under the provisions of the contract of items not specifically listed and authorized by the contract except as set forth in The Bid document. Any item(s) not specifically listed on the distributor's bid may be procured according to Geneva County Board of Education.

#### 3.5 Other Agreements:

Upon the effective date of the contract, all other agreements or portions of other agreements held by participating entities which pertain to items covered by the contract shall be void except as noted in bid document.

#### 3.6 Definitions:

##### a. Damaged Item:

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

b. Current Label:

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

3.7 SPECIAL CONDITIONS

3.8 Alternate Bids:

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

3.9 Firm Bid Price:

3.10 Packaging

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

3.11 Default

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

3.12 Contract Application

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

3.13 Delivery Times and Places

Deliveries shall be required to all school sites as listed at the end of this section and as follows:

- a. Nine (9) months per year or eleven (11) months per year (Two options: school district should indicate by an X the option chosen).

- ☐ 1. All sites require delivery nine (9) months per year.
- ☒ 2. All sites require delivery nine (9) months per year and those with “Summer” beside the site name require deliveries an additional one (1) month.

- b. The frequency of delivery shall be a minimum of three deliveries per week.
- c. Deliveries shall be completed between the hours of 7:00 am and 3:00 p.m.
- d. Holiday deliveries – Holidays shall be defined as any week that has less than five (5) working days.

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

- e. Geneva County Board of Education shall be required to provide a list of observed holidays and other closings to the contractor serving their region so the contractor does not make an unnecessary delivery trip. The contractor shall review this list prior to scheduling deliveries. If Geneva County Board of Education fails to provide this list of closings, the contractor may charge for an unnecessary delivery trip. Make up deliveries shall be scheduled during the same week as the closing on a mutually agreed on date.

### 3.14 Delivery Schedules

- a. Initial delivery schedules shall be submitted to participating entities.
- b. Drivers and helpers shall deliver merchandise to designated areas.
- c. **Under no circumstances should bread bag products ever be left outside.** Drivers or helpers shall not be required to stow bread products on shelves. The contractor will retain liability of product until such time as the local organization receipts for the product.
- d. Drivers and helpers shall request the authorized receiver or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each item and condition of merchandise. Each delivery ticket shall be signed by a designated receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated receiver and initialed by both the truck driver and receiver. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.
- e. Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.
- f. If deliveries are made wherein shortages or damaged items are noted, the contractor will be required to make “next day” deliveries to correct the discrepancies. However, if the shortage had been noted and transmitted to the affected entity during the order process, the requirement for “next day” shall not apply. The term “next day” is used to allow entities to exercise that option. However, it shall not be intended as mandatory. The participating entity may elect to have the merchandise delivered as some other time.

3.15 Payments

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

3.16 Decimals

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

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

3.17 Price Escalations:

- a. All prices shall be firm for 90 days, after which prices may be changed up or down in accord with changes in the cost of flour, f.o.b. the bakery. Bread prices can change at the same rate as flour on the basis that one pound of bread, hamburger buns or hot dog rolls requires .622 pounds of flour. If, at proposal time, flour cost 11.056¢ per pound or 6.88¢ for 6.22 pounds, a 10 percent increase in the cost of flour would be .69¢ per one pound of bread. If the proposal price of bread is 36¢ per pound, the price could be escalated to 36.69¢. Petitions for price escalation must be substantiated by independent verifiable market bulletins reflecting (1) the price of flour at time of the bid award and (2) at time of petition for escalation. Invoices for the purchase of flour reflecting the increase in price should accompany the petition and market bulletins. Petitions with in-house developed spreadsheets or company news announcements are not acceptable as documentation. Petitions for price escalations must be approved by school district officials.

## SECTION IV

### U.S. DEPARTMENT OF AGRICULTURE

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

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

#### **BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS**

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

Geneva County Board of Education	
PR/Award Number or Project Name	

Organization Name

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

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Signature(s)

Date

## **SECTION V: INSTRUCTIONS FOR CERTIFICATION**

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



**CONTRACT SECTION VI- BREAD AND BAKERY PRODUCTS BID**

**Vendor must provide product label and complete nutritional information for all Whole Wheat products with bid submittal. Return this form with bid.**

Company Name \_\_\_\_\_ Bidder must complete the How Packed column.

Item	Description	How Packed	Bid Unit	Unit Price	Usage	Extended Total
1.	Bread, 100% <b>Whole Wheat</b> , 1 oz. slices, maximum 24/2 usable slices, product must contain at least 50% whole grain. <u><b>State usable pieces of bread</b></u>		Per Loaf	\$_____	2,000 Loaves	\$_____
2	Buns, Hamburger, Sliced 100% <b>Whole Wheat</b> , product must contain at least 50% whole grain 30 ct per package, minimum 2 oz equivalent grain		Per Pack	\$_____	2,500 packs	\$_____
3	Buns, Hot Dog, 6" sliced 100% <b>Whole Wheat</b> , Product must contain at least 50% whole grain. 16 ct pkg, minimum 2 oz equivalent grain		Per Pack	\$_____	2,800 packs	\$_____
4	Buns, Hoagie sliced, Whole Wheat 6" Product must contain at least 50% whole grain. Bun pack 6		Per Pack	\$_____	2,000 packs	\$_____
	TOTAL BOTTOM LINE PRICE FOR BREAD PRODUCTS					\$_____

Bidder must complete the "How Packed" column; prices are based on bid unit as above. The Usage is for Geneva County Schools only and does not include Geneva County Head Start.

## **SECTION VII**

### **GENEVA COUNTY AND GENEVA CITY SCHOOL SYSTEMS GENEVA HEAD START**

Samson Elementary School  
823 North State Highway 87  
Samson, Al 36477  
Phone Number: 898-7631

Samson High School  
209 N. Broad Street  
Samson, Al 36477  
Phone Number: 898-2674

Geneva County Elementary  
301 Lily Street  
Hartford, Al 36344  
Phone Number: 588-3472

Geneva County High School  
301 Lily Street  
Hartford, Al 36344  
Phone Number: 588-3472

Slocomb Elementary School  
108 South Hemby Street  
Slocomb, Al 36375  
Phone Number: 886-2770

Slocomb High School  
591 South County Road 9  
Slocomb, Al 36375  
Phone Number: 886-2622

Geneva Head Start  
603 W. Mulkey Ave.  
Geneva, Al 36340  
Phone Number: 684-6168

## **SECTION VIII**

### **NON DISCRIMINATION STATEMENT**

#### **Non-Discrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

## Section IX

**TO:** CONTRACTORS AND GRANTEES  
**FROM:** ANNA WHITEHEAD, CHILD NUTRITION DIRECTOR  
**DATE:** JUNE 16, 2025  
**RE:** H.B. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE

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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]."<sup>1</sup> As a Contractor<sup>2</sup> or a Grantee, if these obligations do not apply to you, please indicate such on the attached affidavit by completing the appropriate certification.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement. Please submit these documents within 10 days of the receipt of this letter. Failure to submit this requested information will result in the removal of your company from the Geneva County Board of Education active vendor file. If you have any questions, please contact my office at 334-684-5701.

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<sup>1</sup> ALA. CODE §§31-13-9 (a) and (b). See <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")

<sup>2</sup> 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.

### 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.

\_\_\_\_\_  
Signature

OR

### 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, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

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

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

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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 GENEVA COUNTY BOARD OF EDUCATION

## **Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the Geneva County Board of Education**

As a Contractor to the Geneva County 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, 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. Contractor shall also enroll in the E-Verify Program (if required) prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If 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

**Please execute and return to the Geneva County Board of Education within the next 10 days**

## **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE – SUBCONTRACTOR**

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the “Act”); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board (“the Board”) or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:

County of \_\_\_\_\_:

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

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

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

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

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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 Geneva County Board of Education.**



## Section V Required Federal Provisions for Procurement

**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 effected and the basis for settlement.

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

**(K) HUB STATEMENT (7CFR3016.36(e))**

It is the intent of the Geneva County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms

**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 include a termination clause whereby either party may cancel for cause with 60-day notification.

**(L) Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM 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.