

Notice of Invitation to Bid on Ice Cream 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

Items: Ice Cream Products

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

Proposal Opening: **11:00 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 "ICE CREAM
BID 2025-2026" with Date and time of opening.

Conditions: In strict accord with Sections I through V.

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

Geneva County Schools
NOTICE OF INVITATION TO BID
ON ICE CREAM FOR
GENEVA COUNTY CHILD NUTRITION PROGRAM
2025-2026
SCHOOL YEAR

BID #2025-2026/ 02

TO ALL INTERESTED BIDDERS:

The Geneva County Board of Education is requesting bids for **“ICE CREAM”** 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 “ICE CREAM BID WITH, DATE, AND TIME OF OPENING”**. For USPS mailing purposes, please address your bid to the Geneva County Board of Education, Child Nutrition Program, P.O. Box 57, Geneva AL 36340. For UPS or Fedex, please ship to 606 South Academy Street, Geneva, AL 36340

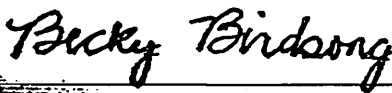
Please allow ample time for delivery of mail by the postal service. **Bids received late will not be considered.**

Bids may be hand-delivered to the Geneva County Board of Education, located at 606 South Academy Street, Geneva AL 36340. **Bid opening is 11:00 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 the Child Nutrition Director, Anna Whitehead, at 606 South Academy Street, Geneva AL 36340 or telephone 334-684-5701, no later than five (5) 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

INVITATION TO BID ICE CREAM

GENEVA COUNTY BOARD OF EDUCATION

Sealed bids will be received at the Geneva County Board of Education, 606 South Academy Street, Geneva, AL 36340 until July 7, 2025 at 11:00 a.m..

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- **Bidders are required to provide nutritional information on all items that will be bid.**
- Bidders shall submit on or before the bid opening, one (1) original copy of the request for bid.
- 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.
- No bid shall be withdrawn or modified after the time set for bid opening.
- Bids received after the time set for the bid opening will not be considered.
- After the opening of the Request for Bids, the school system officials may require up to twenty (20) working days for review. The bid will be awarded at the first scheduled Board Meeting following the opening of the bid.
- The awarding of the bid shall take place after the bid has been approved or rejected by the Geneva County Board of Education.
- Within ten (10) working days of the award of the bid, the successful bidder will provide the Child Nutrition Program Director with the names and contact (cellular) numbers for all delivery contacts.
- The Board of Education is not liable for Federal Excise or State Sales Tax.
- Failure on the part of the school system or the vendor to comply with the provisions of this contract may result in contract termination.
 - In the event that the physical facilities of the vendor are destroyed, the vendor will not be held liable by the school system. The vendor may not be held liable for the terms of the contract should normal fulfillment of the contract be disrupted by an organized labor strike. The credibility of any such labor disruption claim should be verified by the school system before allowing the termination of the contract.
 - Each party shall follow the procedure outlined below if a 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 to correct the problem.
 - Step 2. Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
 - Step 3. Issue letter to cancel contract.

GENERAL SPECIFICATIONS AND CONSIDERATIONS

The following requirements for **ICE CREAM SERVICE** for the **Geneva County Board of Education** have been developed in accordance with the terms and conditions of the Alabama Bid Law and shall be a part of the contract document as fully as if they were written verbatim into those documents and all bidders shall take it into account when preparing estimates.

1. TIME FOR OPENING BIDS: Sealed proposals will be received by Geneva County Board of Education and 606 South Academy Street, Geneva AL 36340, for Ice Cream Service to be used in Geneva County Schools for the period August 1, 2025, through July 31, 2026. Bids will be opened at the Child Nutrition Department in the Geneva County Board of Education Central Office located at 606 Academy Street, Geneva AL 36340 on July 7, 2025 at 11:00 a.m. Bidding documents are enclosed or may be secured from the office of Anna Whitehead, CNP Director, Geneva County Schools.

2. Bid proposals must be received **in the format provided** on or before the specified date and time. The bid proposal must be enclosed in an opaque envelope clearly marked "**Ice Cream Bid**" with the date and time of opening

3. All ice cream shall be subject to inspection after arrival at destination. In any instance where the ice cream fails to meet required specifications, the schools reserve the right, at the vendor's expense, to return the product. Ice cream failing to meet specifications included herein shall be reason to cause termination of contract.

4. A bid must be submitted to provide ice cream to all schools in the school system. This bid will be awarded to the lowest and most responsible bidder meeting all requirements of specification listed herein, and based on bottom-line total.

5. All bids received shall guarantee items bid to meet or exceed the specifications listed.

6. EQUIPMENT PROVIDED: The successful bidder shall provide at minimum one (1) ice cream box to each school. The upkeep and maintenance of the equipment shall be the responsibility of the vendor.

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

8. It is not the policy of the Geneva County School System to purchase on the basis of low bid only. Quality, comfort with specifications, purpose for which required, terms of delivery, are among the factors that may be considered in determining the responsible bidder(s).

Records showing successful bidder(s) and price quoted will be placed on file and may be examined upon request. If a contract is awarded to someone other than the low bidder, a note of explanation will appear in the bid file.

9. The bidder agrees to be responsible for damage to the ice cream boxes, refrigerators, buildings, and grounds that are the direct result of carelessness of the delivery person.

10. The low bidder shall leave the ice cream in cases as instructed by each manager and place ice cream into the appropriate freezers at the time of delivery. Ice cream left over from a previous delivery is to be rotated in a manner to ensure that the unused ice cream from the previous delivery, will be used first, or replace said unused ice cream and/or unsatisfactory ice cream (off flavor, damaged containers, etc.) with fresh ice cream, each day at no cost to the school system. The School's CNP Manager will determine the quantities of product needed for all deliveries.

11. The awarded bidder must also agree to pick up and credit excess ice cream prior to holidays and such other times as school officials may reasonably request. **THE ICE CREAM COMPANY SHALL DELIVER ICE CREAM ONLY IN CLEAN, SANITARY CASES.**
12. It is the intent of the Board of Education to pay ice cream invoices MONTHLY. Therefore, the successful bidder must furnish two (2) copies of invoices of delivery for each school. One monthly statement must be provided to the Geneva County Board of Education Child Nutrition Program to include the following information for EACH school:
- (A) Name of school
 - (B) Date of delivery
 - (C) Invoice or ticket number
 - (D) Quantity purchased
 - (E) Extended totals, etc.
 - (F) Bid prices

Invoicing procedures must be acceptable to the Child Nutrition Program.

Please mail or email monthly statements for each school to the respective Board of Education.

EMAIL OR MAIL TO:

Geneva County Board of Education Child Nutrition Program
P.O. Box 57
Geneva, AL 36340
lorin.gomez@genevacoboe.org

13. A schedule for delivery will be developed with the successful bidder that will meet all the requirements of the school programs. Deliveries are not to be left unattended at any time. Key delivery could be available upon discussion/agreement
14. A sufficient quantity of ice cream must be maintained locally in order to provide a replacement supply of ice cream within **two hours** to any school when the delivered product proves to be unacceptable or if the supply of ice cream in the school is lost.
15. Bidder must make proposal strictly in accordance with the requirements and identification and in proposal format provided, otherwise, the bid will not be considered.
16. Should a bidder find discrepancies in or omissions from the bidding document or should there be any doubt as to the meaning, clarification should be requested by calling Anna Whitehead at 334-684-5701.
17. **The Bidder will be financially responsible for any monetary loss to the Board of Education due to a delivery shortage of ice cream to any school.**
18. The Board of Education reserve 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.
19. Rejection of Bids:
 The Board of Education may reject a bid, but not limited to the following, if:
- A. The bidder misrepresents or conceals any material fact in the bid.
 - B. The bid does not conform to the bid documents.
 - C. The bid does not comply with requirements, specifications, and conditions of the bid document.
 - D. It is deemed in the best interest of the Geneva County Board of Education.
20. The Board of Education are not liable for Federal Excise or State Sales Tax.

21. "Buy American" – Federal Funds cannot be used to purchase foods not produced in the United States. Products not grown in the U.S. are exempt, i.e. – olives. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product label.

23. A. Standard District Conditions: 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 12466, 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.
- B. 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.
- C. 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 system 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.
- D. Geneva County Schools and will not actively solicit bids, proposals, and quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified ice cream. If the contract term(s) are not met, the Board of Education reserve the right to purchase elsewhere any and/or all ice cream covered by this contract if available from another source.

24. 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, audiotope, 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.

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

25. CONTRACT DURATION

Contract services will begin August 1, 2025, and terminate on July 31, 2026, but may be extended at the option of both parties for an additional four (4) twelve (12) month periods in accordance with applicable Federal Regulations. . If the contract is extended, the contractor must update all pertinent information requested on the agreement. This contract may be terminated for cause prior to the expiration date by either party upon receipt of a 60-day written notice, however, this contract may be terminated immediately due to noncompliance on the part of the warehouse management. Termination by the contractor prior to the expiration date will be considered an express admission of non-performance and failure to fulfill the terms and conditions of the contract. Such admission shall constitute automatic grounds of the issuance of payment of the surety Bond to the school system.

ESCALATION/DE-ESCALTION

All prices shall remain firm for 30 days, after which prices for ice cream can increase or decrease with changes in the market. Requests for price escalation or de-escalation must be submitted in writing Anna Whitehead, CNP Director. Price changes may not become effective until ten (10) days after approved by the school board. It is the responsibility of the vendor to provide documentation Justification for the amount of the price change.

GENEVA COUNTY SCHOOLS DELIVERY POINTS AND CONTACTS

Anna Whitehead, CNP Director

whiteheada@genevacoboe.org
 Geneva County Schools
 606 South Academy Street
 Geneva, AL 36340
 334-684-5701 (Office)

Lorin Gomez CNP bookkeeper

lorin.gomez@genevacoboe.org
 Geneva County Schools
 606 South Academy Street
 Geneva, AL 36340
 334-684-5715 (Office)

Slocomb Elementary School

108 South Hemby Street
 Slocomb, AL 36375
 Rylla Shields, CNP Manager
 shieldsr@genevacoboe.org
 334-886-2770 (Office)

Slocomb Middle and High School

591 South County Road 9
 Slocomb, AL 36375
 Tammy Scott, CNP Manager
 scottt@genevacoboe.org
 334-886-2622 (Office)

Geneva County Elementary, Middle, and High School

301 Lily Street
 Hartford, AL 36344
 Deanna Spivey, CNP Manager
 deanna.spivey@genevacoboe.org
 334-588-3472 (Office)

Samson Elementary School

507 North Johnson Street
 Samson, AL 36477
 Rina Pendleton, CNP Manager
 rina.pendleton@genevacoboe.org
 334-898-7631 (Office)

Samson Middle and High School

209 North Broad Street
 Samson, AL 36477
 Samantha Westmoreland, CNP Manager
 westmorelands@genevacoboe.org
 334-898-2674 (Office)

Cancellation/Termination

This contract shall be in effect for 12 months with the option of renewal for four additional 12 month periods unless cancelled for justifiable cause by the Geneva County Board of Education or the Contractor. If this should be the case, the contract would be offered to the alternate contractor. If the alternate contractor will not accept a rebid is required, and the prime contractor will not be permitted to bid.

The Geneva County School System or the contractor may terminate this agreement for any reason after giving thirty (30) days' written notice specifying the effective date thereof to the other party. In accordance with 7 CFR 250.14 (d)(6), the contract may be terminated for cause by the school board or the contractor upon 30 days written notice.

In accordance with 7 CFR 250.14 (d)(5), the contract may be cancelled by the school system immediately due to non-compliance on the part of the contractor. If this contract is terminated for non-compliance on the part of the contractor and a rebid is required, the prime contractor who was terminated by the school system will not be permitted to bid. Further, that contractor, by having the contract terminated for non-compliance, shall have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus the next contract period or for not less than twenty-four (24) months.

In the event of a termination initiated by the contractor, the contractor will be required to honor all orders or requisitions issued by the organizations prior to the effective date of the termination and received by the contractor within a seven (7) day period subsequent to the effective date of the termination. Any orders covered by this clause will be delivered at a price that does not exceed the price set by the contract. Termination by the school system does not relive the contractor of any liability arising out of a default or non-performance.

The Geneva County School System, by written notice, may terminate this contract, in whole or in part, if funds supporting this contract are reduced or withdrawn.

ICE CREAM

THE TERMS AND CONDITIONS OF THIS BID ARE UNDERSTOOD AND ACCEPTED.

Bids will be opened at the Geneva County Child Nutrition Department located at the Geneva County Board of Education on July 7, 2025 at 11:00 a.m. and prices will be for the period of August 1, 2025, through July 31, 2026. Submit bids to: Geneva County Board of Education, 606 South Academy Street, Geneva AL 36340. Envelopes should be sealed and marked "Ice Cream Bid".

Bidder will be financially responsible for any monetary lost to the Board of Education due to a delivery shortage of ice cream to any school.

The Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the low responsible bidder or bidders.

We are in the position to furnish the ice cream at the prices stated. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding otherwise.

COMPANY

ADDRESS

SIGNATURE/TITLE

TELEPHONE

DATE

CONTACT PERSON

THIS BID MUST BE NOTORIZED.

Sworn to and Subscribed before me this

_____ Day Of _____, 20 _____

OFFICE TELEPHONE

Notary Public

CELL PHONE

Return this form with bid submittal.**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: _____

If Corporation, list any individuals or companies that own 10% or more stock.

1. _____
2. _____
3. _____
4. _____

If Partnership/Corporation, list principal partners/officers:

1. _____
2. _____
3. _____
4. _____

I certify that the above information is true and correct:

Authorized signature: _____

Print/type name of authorized person: _____

Title: _____

Return this form with bid submittal.

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 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 in its behalf.

COMPANY: _____

PRINT/TYPE NAME

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

SIGNATURE: _____
(Officer of the Company)

Return this form with bid submittal.

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the company hereby represented, and that the company being represented is authorized to do business in the State of Alabama and hereby certify that he/she has examined and fully comprehends the requirements of and specifications for

ICE CREAM
FOR THE GENEVA COUNTY SCHOOLS CHILD NUTRITION PROGRAM

We propose to provide **ICE CREAM** and guarantee that if the contract is awarded to us, we will provide **ICE CREAM** in accordance with your requirements and specifications unless otherwise indicated.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE: _____

DATE: _____

PRINT/TYPE NAME OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____

(Officer of the Company)

Return this form with bid submittal.**U.S. DEPARTMENT OF AGRICULTURE****Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, 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:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (1) 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.

Geneva County Board of Education

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Return this form with bid submittal.

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.

Please include product bid sheet for any items that are not listed on the previous product sheet (page 15-16) that you will furnish the Geneva County Board of Education

School Year 2025-2026 Ice Cream Products Bid Sheet

Please include product bid sheet for any items that are not listed on the next page- product sheet (page 16) that you will furnish the Geneva County Board of Education.

Numbers provided by Geneva County Board of Educations listed on sheet below are estimated for bid purposes only and in no way are a guarantee.

COMPANY _____

Type	Size (Ounce s)	<u>Bid Item</u>	Qty Per Case	Individual Unit Cost	Cost per Dozen <small>Ind unit cost x 12</small>	Estimated Yearly Usage (Dozen)	Extended Bid Price <small>Cost per dozen x Estimated Usage</small>
Fruit Punch Frozen Juice Bar	2 - 4.5					15	
Orange Cream Bar	2 - 4.5					20	
Strawberry Frozen Juice Bar	2 - 4.5					15	
Chocolate Covered Crunch bar	2 - 4.5					25	
Sour Apple Cups	2 - 4.5					100	
Sour Apple Bars	2 - 4.5					80	
Blue Raspberry Frozen Juice Bars	2 - 4.5					15	
Birthday Cake Cups	2 - 4.5					50	
Birthday Cake Cones	2 - 4.5					100	
Vanilla Cups	2 - 4.5					50	
Vanilla/Chocolate Swirl Cups	2 - 4.5					50	
Strawberry Cups	2 - 4.5					20	
Chocolate Cups	2 - 4.5					50	
Orange Sherbet Cups	2 - 4.5					60	
Lemon Sherbet Cups	2 - 4.5					10	
Cotton Candy Frozen Juice Bars	2 - 4.5					10	
Cherry Bars	2 - 4.5					10	
Vanilla Ice Cream Sandwich	2 - 4.5					65	
Fudge Bars	2 - 4.5					100	
Crumbled Cookie Cone	2 - 4.5					50	
Crumbled Cookie Bar	2 - 4.5						
Van/Choc Swirl Cone	2 - 4.5					20	
Orange Push Pops	2 - 4.5					15	
Rainbow Push Pops	2 - 4.5					15	
Seasonal Fall Cups	2 - 4.5					210	
Season Halloween Cups	2 - 4.5					210	
Seasonal Christmas Cups	2 - 4.5					210	
Seasonal Spring Cups	2 - 4.5					210	

Geneva County Schools

BID OPENING DATE: July 7, 2025 at 11:00 a.m.

The undersigned offers this bid price, terms, and delivery as per specifications for Ice cream as stated in the specifications provided.

The grand total of this bid is \$ _____

Company Name: _____

Address: _____

Telephone: _____

Printed name and title of individual to be contacted concerning questions on the bid:

Signature: _____

Title: _____

Date: _____

Return this form with bid submittal

TO: CONTRACTORS AND GRANTEEES
FROM: ANNA WHITEHEAD, CHILD NUTRITION DIRECTOR
DATE: JUNE 16, 2025
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 Contractor² 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.

¹ 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")

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.

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

(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.