



Boaz City Schools

126 Newt Parker Drive • Boaz, Alabama 35957
Phone: 256-593-8180 • Fax: 256-593-8181 • thaynie@boazk12.org

G. Todd Haynie, PhD,
Superintendent

June 30, 2025

Bid: #008-2025/2026

Dear Sir or Madam:

Sealed proposals will be received by the Boaz City Schools Child Nutrition Program until 1 p.m. on Monday, July 14, 2025, at which time they will be publicly opened and read for the furnishing of produce for Boaz City Schools for the Fall Semester of the 2025/2026 school year. Any bid received after 1 p.m. will not be opened. **Please return your bid in a sealed envelope to the following address: Brandy Tarvin, Child Nutrition Program Director, Boaz City Schools, 126 Newt Parker Drive, Boaz, AL, 35957. Please clearly mark envelope: BID # 008-2025/26, Child Nutrition Produce Fall Semester 2025 Bid.**

The specifications and bid information attached should be read carefully. Estimated usage of each item is noted on the bid proposal form. Prices should be extended and totaled to arrive at the "Total Bid" price. All bidders must respond on the enclosed **Bid Proposal Form**, properly executed. No other response will be acceptable. The immigration packet must be completed and returned at the time of the bid opening in order to be awarded the bid.

Boaz City Schools reserves the right to reject any and/or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. If you have any questions concerning this bid, please contact Mrs. Brandy Tarvin, CNP Director at (256) 593-8180.

Sincerely,

Brandy Tarvin, RD, LD, SNS
Child Nutrition Program Director

Attachments

**BOAZ CITY SCHOOLS
CHILD NUTRITION PROGRAM**

PRODUCE BID

June 30, 2025

Bid: #008-2025/2026

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE REFERENCE.

I. GENERAL INFORMATION

- A. All bidders must use our form for submitting their bid.
- B. All bids must be sealed and marked – CNP Produce Bid #008-2025/2026. Late bids will not be opened.
- C. Bids will not include State Sales Tax or Federal Excise Taxes.
- D. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. If contract is awarded to someone other than lowest bidder, a note of explanation will appear in the bid file.
- E. A bid by a supplier should be submitted to provide products for all BCS schools: Boaz Elementary, Corley Elementary, Boaz Intermediate, Boaz Middle and Boaz High Schools.
- F. If a bidder finds discrepancies in or omissions from the bidding document, or if in doubt as to the meaning, clarification should be requested by calling Mrs. Brandy Tarvin, CNP Director. Telephone: (256) 593-8180.
- G. Additional deliveries will be required for the summer feeding program as needed.
- H. The Board reserves the right to extend the bid per semester. The bid could be renewed each semester for an additional 5 semesters after the initial contract period. For the purposes of this bid, the “fall semester” will be defined as period of August 1 to December 31 and the “spring semester” will be defined as period of January 1 to July 31 of each school year.
- I. The attached immigration packet must be completed and returned at the time of the bid opening. The immigration packet must be completed and returned at the time of the bid opening in order to be awarded the bid.
- J. It is the intent of Boaz City Schools to strictly adhere to the USDA “Buy American” Provision. The Buy American Provision of the National School Lunch Act requires that we purchase and use only domestic product. Exceptions to the Buy American provision are very limited but an alternative or exception may be approved upon request. The request must include the reason for the exception: (1) The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality or (2) Competitive bids reveal the cost of the United States food or food product is significantly higher than the non-domestic product. (a) Price of the original domestic food product as bid has increase significantly above the Agricultural Marketing Services (AMS) and/or Consumer Price Index (CPI); and (b) The non-domestic product meets the required specifications of the domestic product. Vendor must provide written documentation to system (CNP Director/Assistant) prior to delivery if items are not American grown and list country of origin. If no documentation is provided prior to delivery, system

reserves the right to return the product. Vendors should provide market news reports from AMS or the CPI to document requested exceptions.

II. DISQUALIFICATION OF BIDS

Bids may be disqualified before awarding of the bid for any of the following reasons:

1. Failure to mark the envelope as required.
2. Failure to sign the bid document.
3. Failure to include requested information or other details of the bid.
4. Excessive errors in calculating prices and totals.
5. Failure to sign and include Debarment and Suspension certificate.

Boaz City Schools reserves the right to reject any and/or all bids or any part thereof; to waive technicalities or informalities; and to award the contract to other than the low bidder, if cause can be documented.

III. METHOD OF AWARD

- A. The intention of Boaz City Schools is to award the bid to meet the best interest of the school district.
- B. The policy of Boaz City Schools is not to purchase on the basis of low bid only. Quality of product, conformity with specifications, purpose for which required, terms of delivery, past service, and experience are among the factors that may be considered in determining the responsible bidder. The ability to provide Alabama grown products will also be considered.
- C. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor's bid will be considered unacceptable.
- D. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- E. Bidder must make proposal strictly in accordance with the requirements and specifications and on proposal form provided; otherwise, the bid will not be considered.

IV. CONTRACT PERIOD

- A. This bid contract consists of the attached letter, instructions, specifications, and Request for Quotation Form.
- B. This bid contract shall be in effect from August 1, 2025 through December 31, 2025.
- C. The Board reserves the right to extend the bid for an additional semester up to a maximum of 5 additional semesters.

V. PRICING

- A. Prices quoted must remain firm for the entire period of contract. Prices to be effective upon award of bid. "Act of God" pricing shall be based on the USDA Market Price Report and shall not extend over 4 weeks.
- B. If the successful bidder receives discount on volume purchased or special discounts, this price is to be reflected to Boaz City Schools.
- C. These bid prices are to be extended to any legitimate school organization.
- D. Please note the items may be purchased in split cases. Please include delivery cost in your price. Estimated usage for the system is listed for a month. The system reserves

the right to increase or decrease usage amounts as needed. Items that have not been purchased in the past are designated as “new” and have an estimated usage amount.

VI. QUANTITY/QUALITY

- A. The quantities of items specified herein to be purchased are estimated and are for bidding purposes only. Quantities may vary. The fact that actual quantities for the ensuing semester cannot be determined will not relieve Boaz City Schools of its obligation to order from the successful bidder all products which, in the judgment of the Director of the Child Nutrition Program, may be needed for the contract period, and shall not in any case relieve the successful bidder of his obligation to fill all orders for these products during the contract period.
- B. Quantities which are not ordered prior to the expiration of the period specified or termination of the contract shall stand automatically canceled.
- C. Boaz City Schools reserves the right to make periodic quality and quantity inspections of vendor facilities and delivery truck by means determined by the Board.
- D. Produce shall be ***U.S. #1 commercial***, unless otherwise stated on item list. All items shall be packed to the Standard for the USDA Grade or Size as specified in the bid. The system also reserves the right to terminate the contract before the end of the contract term if the product or the service does not meet the needs of the system.

VII. ORDERS

- A. Orders will be placed weekly online by CNP managers.
- B. Only the items listed on this bid can be ordered by the CNP managers. Any exception must be approved by the Director of the Child Nutrition Program prior to the purchase. Boaz City Schools will not assume payment for any unapproved item.

VIII. DELIVERIES

Specifications below are for Boaz City Schools:

- A. Regular deliveries should be made on Mondays each week unless the schools are not in session and then deliveries should then be made on Tuesday. Deliveries must be made between 6:30 AM and 1:00 PM. Orders will be made weekly.
- B. For safety purposes, delivery personnel should be identifiable as employee of bidder including uniform and picture ID badge. Vendor and vendor employees are to adhere to all applicable school district regulations while on the property of Boaz City Schools, including no smoking, no weapons and drug free policies.
- C. The delivery person will contact each school manager previous to the regularly scheduled delivery time if a delivery must be late or off the regular schedule.
- D. A schedule for delivery will be developed with the successful bidder that meets the requirements of the school program. Repeated failure to follow the delivery schedule as developed will result in termination of contract.
- E. Any substitution for items is to be pre-approved by manager or CNP Director prior to delivery.
- F. Deliveries are to be made to four of the Boaz City Schools: Boaz Elementary School, Boaz Intermediate School, Boaz High School and Boaz Middle School. Summer deliveries will be made to Boaz Intermediate during the month of June as needed for

our four weeks summer feeding program. Summer deliveries should be made on Mondays between 6:30 AM and 1:00 PM.

G. Delivery trucks will be suitable for produce delivery as per health department regulations and are subject to inspection by Boaz City Schools personnel. Delivery personnel will meet health department regulations regarding cleanliness requirements for deliveries to food establishments.

IX. BACKORDERS/CANCELLATIONS/SUBSTITUTIONS

- A. Items temporarily out of stock shall be a minimum. When this occurs, mark "OUT" on the delivery ticket, and DO NOT BACK ORDER.
- B. No item in the bid is to be canceled without the prior consent of the Director of Child Nutrition Program.
- C. No substitutions on items, brands, grades, etc. are to be made by the vendor without the prior consent of the Director of Child Nutrition Program. Any substitutions made without prior consent will be considered grounds for cancellation of this bid.
- D. The vendor is not to request authority to substitute unless the quality of the item to be substituted is equal to or higher than that originally requested.

X. DEFAULT

If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by Boaz City Schools without the consent of said Board of Education, such delivery will constitute grounds for the cancellation of the contract and/or the removal of this vendor from Boaz City Schools mailing list for not less than one (1) year.

XI. BILLING

- A. At the time of delivery to the schools, two (2) copies of the vendor's invoice shall be left with the CNP manager. The copies left with the manager cannot be changed. The vendor shall post his records to agree with the invoice left with the CNP manager.
- B. In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the CNP manager. The credit or debit shall show the original invoice number, date and error being corrected on the face of said credit or debit.
- C. Statements shall be figured on the last working day of the month.
- D. Payment of Child Nutrition Program invoices will be made monthly.
- E. At the end of the contract period, the vendor will provide Boaz City Schools a "Composite Report of Purchases" by item. This composite is due to Boaz City Schools ten (10) days following the end of the school term.
- F. The intent of the Board of Education is to pay invoices monthly. Therefore the successful bidder must furnish a daily invoice of delivery including the following information:
 - Date of delivery
 - Invoice or ticket number
 - Name of school
 - Quantity purchased
 - Extended totals

- G. One monthly statement including invoice number and extended totals for all schools combined should be provided. These statements should be mailed to Boaz City Schools. Billing procedures must be acceptable to the Child Nutrition Program.

XII. INSPECTION/SAMPLES/PRODUCT APPROVAL/GUARANTEE

- A. Samples of any product shall be furnished on request for quality test.
- B. The successful bidder must guarantee merchandise for a period of six (6) months time after delivery.

XIII. TERMINATION OF CONTRACT

Failure on the part of the school system or the contractor to comply with the provisions of this contract may result in contract termination.

- A. 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.

- B. In the event that the physical facilities of the contractor are destroyed, the contractor will not be held liable by the school system. The contractor may not be held liable for the terms of the contract should normal fulfillment of the contract be disputed 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.

XIV. PRODUCT SPECIFICATION

- A. Boaz City Schools will give preference to vendors who will agree to search out and offer locally grown and produced fruits and vegetables for use by BCS. "Locally grown" is defined as items grown in Alabama. It is the intent of this solicitation to award all line item products to one prime vendor. However, in support of our farm to school efforts, the district reserves the right to purchase (competitively solicit and follow micropurchasing guidelines) comparable products off bid and directly from local farmers and producers as they are available.

- B. Site managers have the right to refuse to accept products that do not meet quality standards. The invoice/delivery ticket will be corrected at the time of delivery and the product will be replaced the following business day. All substitutions, price changes and additions by the vendor must be approved by the CNP Director or the CNP Assistant before delivery and invoicing. Inferior products, poor delivery service and unauthorized substitutions will be cause for immediate cancellation of contract. If a poor quality product is delivered, the vendor will either provide a quality replacement for the product or credit the system for the purchase. Changing estimated quantities or packed size will void quote. Estimated quantities and packed sizes may not be changed or altered by the vendor without prior approval. Any cancellation by the vendor will require a 30 day written notification.

Boaz City School System

Produce Bid Proposal Form Fall Semester 2025

Vendor:

Item Number	Description	Unit	Estimated Monthly Usage	Unit Price	Total Extended Price
1	Apples, Fuji, US #1	113-125 ct/cs	5		
2	Apples, Gala, US #1	113-125 ct/cs	5		
3	Apples, Granny Smith, US #1	113-125 ct/cs	7		
4	Apples, Pink Lady, US #1	113-125 ct/cs	17		
5	Bananas, Medium Turbo, (will not accept Rosy brand)	40#/cs	38		
6	Blueberries	12/0.5 pt/cs	1		
7	Broccoli Florets	3#/bag	15		
8	Cabbage, Green	1 head	1		
9	Cabbage, Red	1 head	5		
10	Slaw Mix, Shredded, w/side color	4/5# cs	1		
11	Cantaloupe	1 each	1		
12	Carrot Sticks	4/5# cs	1		
13	Carrots, Baby	30/1# cs	6		
14	Carrots, Shredded	4/5# cs	1		
15	Carroteenies	200 ct/1.6 oz	6		
16	Cauliflower	3# bag	6		
17	Celery	3 each	6		
18	Celery, Diced	5 # bag	1		
19	Clementine	3#/cs	1		
20	Cucumbers	3#	12		
21	Grapes, Red Seedless U.S. #1	20#	6		
22	Grapes, White Seedless U.S. #1	20#	5		
23	Honeydew	Each	1		
24	Kiwi	1 flat	1		
25	Lettuce, Green Leafy	24 ct/cs	8		

**BOAZ CITY SCHOOL SYSTEM
Child Nutrition Program**

Bid Proposal Form

Produce Bid #008-2025/2026

The undersigned offeres the following “net” bid prices, terms and delivery as per specifications:

Total Proposed Bid: _____

Vendor: _____

Address: _____

Telephone: _____

Signature/Title of Representative: _____

Bid invitations were sent to the following vendors on June 30, 2025.

Forestwood Farms Produce
PO Box 310728
Birmingham, AL 35231
ATTN: Bid Department

Regional Produce
624 16th Ave W
Birmingham, AL 35204
ATTN: Bid Department

USDA Non-Discrimination Statement

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

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

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

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

"This institution is an equal opportunity provider".

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

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

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

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

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

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart C—Requirements for School Food Authority Participation §210.16 Food service management companies

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

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

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

(g) See Board Policy for Code of Conduct.

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

(d) Buy American—

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

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

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

(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.

STATEMENT OF BIDDER

We are in a position to furnish the items listed at the prices shown and can make shipment within _____ days after receipt of the order. 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 fix prices or to refrain from bidding.

TOTAL PRICE OF BID: _____

THIS BID MUST BE NOTARIZED.

FIRM: _____

BY: _____
(Signature in Ink Only)

ADDRESS : _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC: _____

My Commission Expires: _____

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 125-19, 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 INSTRUCTION ON
REVERSE)**

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

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Instruction 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 125-19. 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 Tire 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 transaction 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.

Please check the appropriate statements:

This bidder is:

☐ Woman Owned ☐ Sole Proprietor ☐ Male owned
☐ Corporation ☐ Non-profit ☐ Partnership

This bidder is a Qualified Disadvantaged company:

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

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

This Bidder is a:

☐ Contractor, please specify type: _____
☐ Distributor
☐ Manufacturer
☐ Manufacturer's Representative
☐ Service
☐ Retailer
☐ Wholesaler
☐ Other: _____

This page must be signed and submitted with the bid.



Boaz City Schools

126 Newt Parker Drive • Boaz, Alabama 35957
Phone: 256-593-8180 • Fax: 256-593-8181 • thaynie@boazk12.org

G. Todd Haynie, PhD,
Superintendent

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of Local Board of Education

As a Contractor to the 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 Boaz City Board of Education within the next 10 days.

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

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor 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 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 regulation, 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 **Boaz City Board of Education.**