

GENEVA COUNTY SCHOOLS

INVITATION TO BID

#2025-2026/03

PRODUCE

Sealed Bid Opening

September 9, 2025

9:00 a.m.

Contact:

Anna Whitehead, Child Nutrition Director

606 S. Academy Street

Geneva, AL 36340

334-684-5701

whiteheada@genevacoboe.org

Purchase: The Geneva County Board of Education invites interested bidders to submit bids in accordance with this solicitation document to provide Fresh Produce and Precut Prepackage Fresh Fruit and Vegetables throughout the Geneva County Schools System.

CONTRACT SECTION I – INVITATION FOR BID #2025-2026/03

To: Geneva County Board of Education
606 S. Academy Street
Geneva, AL 36340

Date Issued: August 26, 2025

Attention: Anna Whitehead, Child Nutrition Director
Geneva County Schools System

Telephone: (334) 684-5701

Items: Fresh Produce Products

Type of Contract: Fresh Produce Products: ANNUAL BOTTOM LINE
With escalation (de-escalation) clause
Renewable for 4 additional years

Period: September 11, 2025 to July 31, 2026
* Please see Section IV. Period of Bid on Page 6

Proposal Opening: 9:00 a.m. on September 9, 2025

Send Proposals To: Hand deliver **OR** Mail to this address:

Geneva County Board of Education
606 S. Academy Street
Geneva, AL 36340

ENVELOPE SHOULD BE PLAINLY MARKED “Bid -
Produce 2025-2026” with date and time of bid opening.

Conditions: In strict accord with those in General and Special sections.

Contact: Should you have any questions concerning this Invitation for
Bid, please contact:

Geneva County Board of Education
ATTN: Anna Whitehead, Child Nutrition Director
606 S. Academy Street
Geneva, AL 36340

CONTRACT SECTION I (continued)

Date Bid Issued:

Date Submitted:

Name of Company Submitting Bid:

Mailing Address:

Telephone Number:

Fax Number:

Website:

Email:

Tax ID:

Our bottom-line bid for products specified on Bid Pricing Form is as follows:

Amount: \$ _____

Addendums Number thru _____ were received prior to my signing this proposal document.

MINORITY BUSINESS ENTERPRISE TYPE: _____
(M1) Black American Male (M2) Hispanic American (M3) Asian American (M4) Native American
(M5) Native Hawaiian (M6) Woman Owned (M7) Other Minority

Certificate of Independent Price Determination

In all respects, I certify this bid is made without prior understanding, agreement, or connection with any other company or person and I have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation bid (IFB), and certify I am authorized to sign this IFB for the company submitting it.

Officer's Authorized Signature	Print Officer's Name and Title

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

GENERAL CONDITIONS

Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bidder, proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

1. **Bid Opening:** Sealed bids must be received in the Child Nutrition Office by the bid opening time and date specified in this invitation to bid unless changed by addendum. All bids delivered after the specified time will not be considered and will be returned to the bidder. E-mail, fax, or telephone bids will not be acceptable. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.
2. **Preparation of Bid:** Bid shall contain a manual signature of an authorized representative in the space provided. The bid envelope must contain the return address. In addition, include the date and time of the bid opening. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.
3. **Submittal of Bid:** *The entire invitation to bid documents should be completed and returned as requested.* Modifications and corrections received after the closing time specified will not be considered. Failure to examine any drawings, specifications, and instructions will be at the bidder's risk.
4. **Prices and Delivery:** **Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Geneva County Board of Education, Geneva County, Alabama. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. The board reserves the right to make award to next lowest responsible bidder if prices are not firm.** The bid will show the number of days to place a commodity in the board's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedule may become a factor in the award. The board has the right to extend delivery if reasons appear valid.
5. **Installation:** Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
6. **Taxes and Trade Discounts:** Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. Geneva County Board of Education is tax exempt by law. Trade discounts should be deducted from the unit price and net price should be shown on bid.
7. **Acceptance and Rejection:** Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the board unless loss or damage results from negligence by the board. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the board thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
8. **Brand Name Reference:** Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The board reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the board may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guarantees that the product offered

will meet or exceed the referenced product and or specifications identified in this ITB. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

9. **Samples:** Samples or demonstrators, when requested, must be furnished free of expense to the board. Samples not destroyed during reasonable examination will become the property of the board unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, and item number.
10. **Interpretation:** Any questions concerning specifications and conditions shall be directed to the Child Nutrition Director in writing no later than ten (10) business days prior to the bid opening. Inquiries must reference the bid name and date of bid opening.
11. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the child nutrition director shall be final and binding on both parties.
12. **Evaluation Criteria:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be (1) administrative costs incurred by the board in association with the discharge of any subsequent award; (2) alternative payment terms; (3) bidder's past performance; (4) other factors as may be specified in the bid. The board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The board may consider in conjunction to any award hereunder, those products, services, and prices available through contracts from the state or federal government agencies.
13. **Acceptance of Bid/Award:** The board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the board. Such action by the board to be at its sole discretion. Documents contained herein are considered part of the binding contract. It is understood and agreed that the board shall have 60 days for bid acceptance.
14. **Default:** Backorders default in promised delivery or failure to meet specifications, authorize the board to cancel this contract to the defaulting bidder. The bidder must give written notice to the board of the reason and the expected delivery date.
15. **Cancellation:** Either party may cancel any contract or item award for cause by giving 30 days written notice of intent to cancel. Cause for the board to cancel shall include, but not be limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the contract period; or failure to perform to contract conditions. The bidder will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the board does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for an increase in price(s) or failure to perform, that vendor shall be removed from the Bidders List, but this does not relieve that vendor from liability for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.
16. **Addenda:** An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.
17. **Alternate Bids:** Unless specifically requested, alternate bids will not be considered. An alternate is considered a bid that does not comply with the minimum provisions requested by the bid.
18. **Insurance and Indemnification:** The bidder agrees to indemnify and save harmless the board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the board. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the board. The bidder will, at the request of the board, supply certificates evidencing such coverage.
19. **Risk of Loss:** The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the board, until such property has been delivered to the board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the board, from the time of shipment thereof to bidder until redelivery thereof to the board.
20. **Debris Removal:** All debris must be removed after installation and/or performance of service of said equipment and/or service.

21. **Non-Discrimination:** The board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.
22. **Assignment:** Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the board.
23. **Warranty:** The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.
24. **Hazardous and Toxic Substances:** Bidder must comply with all applicable federal, state, county, and city laws ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the board with a "Material Safety Data Sheet" if required.
25. **Patents:** Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the board and its employees on any claims arising out of the purchase of goods or services.
26. **Payment:** All invoices for products received and accepted prior to the last working day of the month shall be paid on or before the 15th of the next month. Distributor will notify the Geneva County Board of Education of any delinquencies.
27. **Annual Appropriation:** The board's performance and obligation to pay under this contract are contingent upon an annual appropriation.
28. **Domestic Products:** In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.
29. **Certification Pursuant to Act No. 2006-557:** Alabama law (Section 41-4-116) Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the

bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

30. **E-Verify:** All vendors, contractors, and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama to be able to receive payment from the Board. Information and forms can be found at <https://www.uscis.gov/e-verify>.
31. **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 local 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 (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

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence.

GENERAL SPECIFICATIONS
PRODUCE
CHILD NUTRITION DEPARTMENT

I INTENT OF BID

- A. The intent of this bid is to establish a contract between the Geneva County Board of Education and the successful bidder(s) for the furnishing and delivering of fresh produce as described herein.

II QUALIFICATIONS OF BIDDERS

- A. Any person, firm, or corporation submitting a proposal shall be Processor's or the manufacturers authorized sales agent for each item quoted. Bidder must be engaged on a full-time basis in the food service supply business. Only qualified companies will be allowed to offer proposals.
- B. Physical Facilities - The potential bidder's warehouse and trucks may be inspected by a representative of the Geneva County Board of Education at any given time. The warehouse and trucks shall:
1. be clean,
 2. be free of insects and rodents, and
 3. be adequate for storing and delivering products (dry, chilled, or frozen) that the potential contractor proposes to supply,
 4. meet all FDA requirements.
- C. Service Level - If the Geneva County Board of Education does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for proposal, then three (3) letters of reference from previous customers similar to GCBOE may be requested.
- D. **All products must be from a primary grower shipper market that provides No. 1, Grade A Fancy or higher quality products.**

III RESPONSIBILITIES OF BIDDERS

- A. The successful bidders shall furnish and deliver all goods which are awarded as a result of this bid request. All products shall be delivered in accordance with the specifications and delivery requirements listed herein.
- B. **Each bidder must have a certified Hazard Analysis Critical Control Point (HACCP) plan that will be used in the case that damaged/contaminated produce must be removed. This must be submitted with proposal.**
See also Section XV Scope of Work of Services.
- C. **Each bidder must have an adequate number of refrigerated trucks to insure all deliveries will be made on schedule.**

IV. PERIOD OF BID

- A. **The bid shall be for one (1) year, and may be renewed annually for an additional four (4) years if both parties agree to the same terms and conditions for a total of five (5) years. It is anticipated that orders will be placed initially by approximately September 11, 2025.**

V. METHOD OF AWARD

The Geneva County Board of Education intends to award the entire contract to one (1) vendor.

VI. PRICE ESCALATION CLAUSE

- A. Price Escalations: All prices shall be firm for 7 days, after which prices for produce can escalate or de-escalate. During the period of this bid, the Board will allow price increases upon receipt of updated supplier/manufacturer price schedules as applicable. Any changes (up or down) in prices must be announced to the Child Nutrition Program Central Office by Thursday, 10:00 a.m. on the week prior to pricing period start date. Suppliers shall

submit conversion calculations showing manner of arriving at amount of change. If not given by the deadline on Thursday, @ 10:00 a.m., current pricing will prevail.

VII. DELIVERY REQUIREMENTS

- A. All products shall be quoted F.O.B.; Various School Sites, Geneva County, Alabama.
- B. The successful bidders shall deliver to each school and/or food service operation on a demand basis regardless of the quantity of product ordered. There are no minimum quantity allowances.

Vendors shall make at least one delivery per week to each of the school cafeterias for the purpose of delivering produce. Vendors will establish a regular delivery day for each school and submit the schedule to the Geneva County Board of Education for approval. No deliveries will be required during a holiday week to those schools scheduled for deliveries on the holiday(s).

- C. Deliveries will be made between the hours of 7:00 am and 2 pm. UPS, motor freight and other commercial carrier deliveries are not acceptable.

All deliveries shall be in accordance with good commercial practice and Geneva County Health Department Regulations. **Delivery personnel must deliver, unload stock, and rotate produce in the cooler unless the CNP Manager does not want the vendor to do so.**

- D. **Products must be delivered in refrigerated trucks and produce must have a temperature between 35 degrees and 41 degrees at the time of delivery.**
- E. It will be the responsibility of each vendor to obtain signed delivery receipts from the CNP manager or other authorized CNP employee for each delivery made. The Board and local school assumes absolutely no liability or responsibility for goods claimed to have been delivered for which no signed receipt exists.

Delivery personnel shall request the authorized school receiver, to verify the accuracy of quantities of each item, brand and code numbers and condition of merchandise. Each delivery ticket shall be signed by a designated CNP school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by the delivery person. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage or unauthorized substitutions.

- F. In the event an ordered item is not delivered on the scheduled date, or if the item is canceled or scratched from an order by the vendor, the right is reserved to cancel the original order for the item(s) in question and purchase similar item(s) on the open market from another source. The vendor will be back charged the difference between the contract price and the price the school has to pay on the open market as a result of the failure to perform by the contract vendor.

Pricing: As per the pricing sheets, we are asking for the bidder's cost, fee, and the delivered price of each item. The Distribution Fee amount must remain the same throughout the contract period.

Product Cost + Distribution Fee = TOTAL COST

- G. No substitution of brands, labels, quality of codes will be made without written approval of the CNP Director. Each substitute product delivered will meet the specifications for the particular item.
- H. Vendors are expected to fill all orders at an average of 90% or above on the scheduled delivery date. If a vendor cannot ship a bid item due to insufficient or no stock, the vendor will notify the CNP director prior to making any school delivery with the item marked "out of stock" on the invoice.
- I. The Board of Education reserves the right to cancel an order or any part of an order by providing the vendor a minimum of 48 hours notice of cancellation. Notice will be given by the CNP Director or a member of the CNP Central Office. **CNP managers are not authorized to cancel an order or refuse delivery of an item ordered except for damaged goods or substitutions.**

VIII. PROPOSAL FORM AND INFORMATION REQUIRED AT BID OPENING

- A. **The bid pricing form which accompanies this bid request must be filled out legibly and in full. Failure to provide all information requested may disqualify a bidder from consideration on each item where the requested information is not provided.**
- B. **Contract Section I (page 2)**
- C. **HACCP Plan (page 6. Section III. B)**
- D. **Summary of Recall Policy and Procedures (page 14. D. 4)**
- E. **W-9 and Payment Information Form (page 30)**
- F. **Disclosure Statement (page 31)**
- G. **Certification of Compliance and Certification Regarding Debarment (page 32 and 33)**

Attachments

***Buy American Provision Attestation (page 19)**

***Produce Bid Pricing Form - This Produce Bid includes a separate Excel workbook listing all fresh produce. For a copy of this required spreadsheet, please contact the Child Nutrition Dept. at 334-684-5701 or via email whiteheada@genevacoboe.org. A hard copy is attached.**

Bidders who do not submit required information shown in specifications (labels, safety data sheets, certification letters, etc.) at the bid opening may be disqualified.

IX. INVOICING AND TERMS OF PAYMENT

Payment of all invoices is the responsibility of the CNP Central Office. Vendors will bill the CNP Central Office on the first of the month for all invoices for the preceding month. Vendors can expect to receive payment within 30 days, unless there is some contestment in writing regarding the bill. Vendors may notify the CNP Director in writing if any CNP accounts are delinquent. USDA regulations do not allow payment of service charges or interest from CNP funds.

X. TERMINATION OF CONTRACT

- A. In the event that the physical facilities of the contractor are destroyed, freeze/drought, other natural disasters (Act of God), or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by the Geneva County Board of Education.

XI. SPECIAL REQUIREMENTS

1. Bidders are required to read entire bid document. Please pay close attention to the bid that is being submitted.
2. All bidders are required to submit proposals to the address outlined on the cover sheet or in person in a sealed envelope marked, **"Produce Bid"**.
3. The Board of Education reserves the right to reject any and all bids. Each bidder is responsible for verifying their bid is received within the time frame specified. Bids received after the bid opening date and time will be rejected.
4. The Geneva County Board of Education reserves the right to request samples of the items being offered by the bidders. Requested items must represent the exact quality, quantity and pack size of the item bid and accepted.
5. Bids must be submitted only on the form provided in this bid document. All information

must be legible. Any and all corrections and/or erasures must be initialed. All required information must be provided.

6. Full nutritional information as outlined must be provided with bid pricing for the bid to be accepted.

7. The following terms and conditions shall prevail unless otherwise modified by the Geneva County Board of Education within this bid document. The Board of Education reserves the right to reject any bid that may take exception to these terms and conditions.

TERMS AND CONDITIONS

BUY AMERICAN PROVISION

Geneva County Board of Education participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Compliance with the Buy American Provision must be documented on the bid sheet. Any exceptions must be specifically noted and may be rejected at the discretion of Geneva County Child Nutrition Department.

"Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. The successful proposer is responsible to communicate product changes to Geneva County that result in a product no longer meeting Buy American standard throughout the duration of the contract.

To be considered for an alternative or exception, the request must be submitted in writing to the Geneva County Schools Director of Child Nutrition, Anna Whitehead, a minimum of 7 day (s) in advance of delivery. The request must include the:

Alternative substitute(s) that are domestic and meet the required specifications:
Price of the domestic food alternative substitute(s);
Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

Reason for exception:

- limited/lack of availability
- price (include price):
- Price of the domestic food product; and
- Price of the non-domestic product that meets the required specification of the domestic product."

CANCELLATION – Any order issued as a result of this solicitation may be canceled by Geneva County Board of Education without Geneva County Board of Education incurring any penalty.

CHANGES - Any changes to the requirements specified herein will be communicated to all bidders by the issuance of an addendum. All bidders shall comply with the requirements specified in any addendum issued by Geneva County Board of Education.

CONTRACT TERM - The firm contract pricing provided in this solicitation shall be effective from **September 11, 2025 through July 31, 2026.**

DAMAGES – The successful bidder will be held responsible and required to make good (at their expense), all damages to persons or property caused by the bidder's employees and/or agents.

DAMAGED SHIPMENTS - The following terms and conditions shall prevail unless otherwise modified by the Geneva County Board of Education within this bid document. Geneva County Board of Education reserves the right to reject any order that may take exception to these terms and conditions.

DELIVERY – The successful bidder will be required to provide all the necessary labor, equipment, and delivery vehicles necessary to perform inside deliveries of products to all schools within the district. Geneva County Child Nutrition Department reserves the right to add additional delivery sites to this contract as new school locations are opened.

NEW PRODUCTS – The Geneva County Child Nutrition Department reserves the right to add new products for the contract period.

NON-EXCLUSIVITY – This solicitation does not imply the successful bid will have an exclusive contract with Geneva County Board of Education. Geneva County Board of Education has the right to purchase products elsewhere (based on their individual needs), without violating the rights of the successful proposer.

PRODUCT CHANGES – If product specifications change and/or pack sizes change prior to or during the contractual period, it is the responsibility of the contractor to notify the Geneva County Board of Education's Child Nutrition Department office in writing immediately and in advance of the change.

PRODUCT RECALL - If a product recall is instituted on an item that has been furnished and delivered to Geneva County Board of Education, the contractor will immediately notify both verbally and in writing Geneva County Board of Education's Child Nutrition Department office with all pertinent information related to the recall. Contractor will be responsible for all cost associated with replacement product, shipping charges, and/or product credit. Geneva County Board of Education's Child Nutrition Department office will make the final decision whether a product needs to be credited or replaced.

PAYMENTS – Terms are net thirty (30) days.

QUALITY – All products delivered will be of first quality, premium grade with a minimum 7 day shelf life for perishable products.

TAXES – Geneva County Board of Education is tax exempt, so bid should reflect this status.

SCOPE - The intention of this bid is to solicit bids for Geneva County Board of Education. Inability to provide bid pricing on all products listed will not disqualify a bidder. For information regarding the bid process, contact Geneva County Board of Education at (334)684-5701.

ORDERING PROCEDURES – Orders must be delivered to designated areas inside each building. Damaged or incorrect orders must be replaced or a credit issued. Refer to attachment for delivery sites and addresses. Deliveries of products are to be made weekly to each school between the hours of 7:00 a.m. and 2:00 p.m.

BID TERMINATION FOR CAUSE -

If either party breach a material provision hereof, the non-breeching party shall give the other notice of such cause. If such cause is not remedied within the specified period, ten (10) days, the party giving notice shall have the right to terminate their agreement upon giving a sixty (60) day written notice.

***Contractor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

***The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Geneva County Board of Education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

***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 or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

*****All current Required Federal Provisions for Procurement in CNP Programs have been included in an attachment this document. Contractor shall comply with all requirements.**

XII. PRODUCTS BID

- A. All products quoted shall be from the latest pack and must be clearly labeled. Cans are not to be bent, damaged or rusty, and all cases must be sealed. All products must have been processed and packed in accordance with good commercial practice. All products quoted must conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act and must be in compliance with Good Delivery Standards in accordance with the Perishable Agriculture Commodity Act (PACA) in effect at the time of delivery. **All products quoted shall be of #1 Quality USDA Fancy standards - no rejected products.**
1. Item Identification (ID): Most product identifications (descriptions) listed herein are not complete specifications. Product identifications consist of requirements which can be verified on delivery or information essential for communication between contractor and Geneva County Board of Education
 2. Product Protection Guarantees: School Systems have "automatic" product protection recourse against suppliers for products which are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
 3. Import Products: Products which are canned or packed outside of the United States will not be accepted; this rule applies to "private labels" as well as other labels. Exceptions to this rule are bananas, pineapple, Mandarin oranges, olives, tuna, coffee and canned beef. Canned beef is not available from a domestic source (Reference: Alabama Code Acts 1975, No. 220, 1, 2). See the enclosed attachment from USDA entitled "Buy American Requirement" for complete information.

XIII. QUESTIONS

- A. If you have any questions concerning this bid, you may contact Anna Whitehead by email at whiteheada@genevacoboe.org or (334) 684-5701.

Produce

XIV. SPECIAL CONDITIONS

- A. **Inspections**: All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and with acceptable Geneva county School System (GCBOE) standards. No product that contains any artificial coloring agent, such as #2 red dyes, is to be offered on this bid.
- B. **Grades for Food**: Grades for foodstuffs are based on the standards established by the U.S. Department of Agriculture, Agricultural Marketing Service and items supplied must be of grade indicated for the item. **All produce quoted must be #1 Quality products, USDA Fancy. No rejected produce.**
- C. **Usage Quantities**: **Usage quantities indicated on this bid are estimates only.** Actual purchases may vary from item to item and the School District cannot guarantee that items will be purchased exactly as indicated.
- D. **Irradiation Process**: Do not bid any food items preserved by the use of an irradiation process.
- E. **Vendor Experience**: Bidders shall have been in the produce business for a minimum of five (5) years prior to the date of this document. Bidders shall provide documentation of commercial experience. The Geneva County Board of Education reserves the right to request updated information or re-evaluation of vendor's business license and documentation at any time during the contract period.
- F. **Award Criteria**: This award will be based on Quality, Service and Price.
1. **Quality**: All fresh fruits and vegetables shall be free from decay, well colored and possess characteristics normally associated with GCBOE Quality and grade Standards of U.S. No. 1 or Better. All packaging and packing will be in accordance with Good Commercial Practice.
 2. **Service**: The vendor that receives an award under this solicitation shall treat each of the ordering facilities covered under the award period as one of their best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customer covered under this award period. All products shall be delivered to individual delivery points (unless otherwise noted). No substitutions will be accepted unless authorized by the Child Nutrition Program Central Office.
 3. **Total Price**: Total price is defined as the cost of the product plus a set distribution fee per case. The price of the product will hold for seven (7) days. Successful vendors may adjust product prices weekly, if required. The set distribution fee will be fixed throughout the contract term.

Successful bidders will be required to submit justification and pricing data (your cost from the manufacturer) for any weekly pricing changes. Weekly price adjustments are due to the District by Thursday, 10:00 a.m. on the week prior to pricing period start date. If there is no price changes for a particular period, vendor must still submit pricing for that period to the District.

4. **Printed invoices from the vendor must match the quoted price on your pricing list for the period delivered. Prices are to be set by delivery date and not by the order date. Both weekly price sheets and printed invoices shall have prices broken down in the following manner per line item:**

$$\text{Product Cost} + \text{Distribution Fee} = \text{Total Cost}$$

5. **Pricing Sheet**: The pricing sheet submitted with this solicitation is for the purpose of determining initial awards only. Weekly pricing will be submitted by vendor after award is made. **Items may be added or deleted throughout the contract period as availability allows, upon approval of the Child Nutrition Program Central Office. No additional products shall be added to the pricing and/or delivery schedule without such approval.**

XV. SCOPE OF WORK OR SERVICES

A. **Product Quality**: Product is to be U.S. grown and U.S. No. 1 grade or better. Vendor must have in place a system of tracking product from origin. All pre-pack salads and like items must be brand name, with a minimum of 7-days shelf life from day of delivery to school (example: if pre-packs are delivered on Monday, date and product must be good through the following Monday). All pre-pack items must be delivered to the District at 35 - 41 degrees Fahrenheit. If this produce is not delivered at the proper temperature, vendor is required to redeliver the product the same day or early the next morning, based on the customer's needs. This is mandatory and must be adhered to. In the event any of the items listed in this bid are not available domestically, the vendor shall submit complete information, including product origin with this bid.

Unless otherwise indicated, all fruits and vegetables must have less than 2% decay at point of acceptance. All produce shall be fully mature and in good commercial condition with regard to texture, juiciness, firmness and temperature in accordance with its type and variety.

B. **Product Availability**: If, for any reason item(s) ordered by a cafeteria can not be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one day prior to scheduled delivery date and vendor should offer substitution options.

C. **Rejection Procedures**: The School District and Cafeteria staff have the right to reject any product that does not meet the proper standards as detailed in this bid. Failure by the cafeteria staff to promptly inspect or accept supplies shall not relieve the vendor from responsibility, nor impose liability on the customer for nonconforming produce.

The following list is cause for rejection of produce, but is not limited to said list:

1. Insect infestation
2. Mold
3. Cuts
4. Wilting and mushiness
5. Discoloration and dull appearance
6. Unpleasant odors and tastes
7. Produce has passed the expiration date
8. Bruised produce can provide a potential entry point for pathogens

- D. **Food Safety & Recalls:** Ensuring the safety of the food supply is critical to GCBOE. Manufacturers, distributors, and importers are expected to comply with all federal, state, and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:
1. Provide accurate and timely communications to GCBOE regarding a food recall.
 2. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
 3. Streamline the process for reimbursement for recalled product.
 4. **A one-page summary of each bidder's recall policy and procedures are to be submitted with this bid.**
- E. **Local Grown Product:** That vendors use locally grown product is encouraged, providing that product meets the quality standards as detailed in this bid document.
- F. **Delivery:** Deliveries shall be made between 7:00 a.m. and 2:00 p.m. for all schools, Monday – Friday, except school holidays or closing days. Any request for change in regular delivery schedules must be submitted in writing to the Geneva County Child Nutrition Program Central Office. This does not preclude the vendor or the cafeteria manager from making periodic adjustments request for convenience on either party, providing both parties are in agreement. Such changes should be rare and reasonable in nature. **Under no circumstances is product(s) to be left unattended on a loading dock. All product(s) must be delivered during a time when cafeteria staff is present.**

XVI. PRICE LIST, INVOICES, STATEMENTS AND PAYMENTS

Invoices for the purchase of food and non-food supplies made for schools are to be paid by the Child Nutrition Program Central Office. In order to facilitate the handling of these invoices, all vendors must adhere to the following instructions:

- A. **PRICE LIST:** Every week, the vendor shall e-mail or fax a price list for the upcoming week period (Monday – Friday) to the Child Nutrition Program Central Office.
- B. **DELIVERY DATES/PERIOD:** Each signed invoice shall indicate the delivery dates and the week price period to which the invoice pertains.
- C. **ITEM DESCRIPTIONS:** All items on delivery tickets must be billed according to the descriptions of item quoted on bid. Unit prices for items shall be recorded in the unit of measure presented in the attached list. All invoices shall be accurately extended.
- D. **DELIVERY TICKETS/INVOICES/CREDIT MEMOS:** All invoices and credit memos must be submitted and signed by the cafeteria manager or their authorized representative. The copies will be distributed as follows and contain the following information:
 1. Two (2) copies (original and one (1)) left with manager at the time of delivery.
 2. Two (2) copies returned with vendor.
 3. School name must appear on all invoices.
 4. All invoices must be in exact agreement with the copy of delivery tickets (invoices) left with the manager. Under normal conditions, payment may be expected within thirty (30) days after the invoices/statements are received in the Child Nutrition Program Central Office.

5. If for any reason it is necessary to make a change on the delivery ticket (invoices), make an additional charge or credit memorandum, the following procedures should be followed:
 - a. All cancellations or merchandise returns must be recorded by the driver on all copies of the invoices or “pick-up tickets” and these copies should be distributed as follows:
 - i. Two (2) copies left with manager at time of pick-up.
 - ii. Two (2) copies returned to vendor.
 - b. All credit memorandums necessitated by non-delivery of centrally purchased items will be deleted from the invoice for that delivery date, listed separately and supported by descriptive information.
6. **Do not mail information to individual schools.**

XVII. SCHOOL SAFETY AND SECURITY

It shall be the responsibility of the successful bidder to ascertain the District’s rules and regulations pertaining to safe driving on school grounds, particularly when students are present these rules must be adhered to. The successful bidder’s drivers shall exercise extreme caution at all times.

Be especially cautious at all times when driving anywhere near school buildings where youngsters may suddenly and unexpectedly run out.

- A. The Administrator of this contract may require the successful bidder be immediately removed from any District site, any employee whom the Administrator or on-site school personnel deem to be incompetent, careless, or otherwise objectionable.
- B. The successful bidder, including without limitation its employees, shall not fraternize or otherwise communicate with students except in cases of safety and like necessities.
- C. The successful bidder shall not allow any employee to wear objectionable clothing or caps with other than the company logo, objectionable clothing will be determined by the District’s on-site personnel, or use profanity in any manner while on District property.
- D. The successful bidder shall ensure that its employees fully comply with all District policies and regulations. Examples include:
 1. No person shall use tobacco, or possess alcohol or any illegal or dangerous substance, firearms or deadly weapons on District property.
 2. No person shall possess any weapon of any kind as defined in District policy, including without limitation a pocket knife that is not directly used as a tool for work in progress.
- E. Removal of a specific person from District property as a result of any condition mentioned above will not relieve the successful bidder from obligations for timely deliveries of products ordered and will not be considered grounds for a request for additional funds.
- F. Personnel of the successful bidder shall observe all regulations of the School District. Failure to do so may be grounds for fair dismissal.

Procurement Ethics Code of Conduct and Conflicts of Interest

In accordance with the general procurement standards in Title 2, Code of Federal Regulations (2 CFR), Section 200.318(c), Geneva County Schools Child Nutrition employees shall adopt and follow these written standards of conduct to cover potential personal and organizational conflicts of interest. These written standards must govern the actions of employees, officers, or agents who engage in the selection, award, and administration of contracts funded by federal awards.

Code of Conduct:

- Prohibits an employee, officer, or agent from soliciting gifts, travel packages, and other incentives from prospective contractors
- Prohibits an employee, officer, or agent from participating in the selection, award, and administration of any contracts supported by a federal award if the employee has a real or apparent conflict of interest
- Sets standards for situations when the financial interest is not substantial or a gift is an unsolicited item of nominal value and may be acceptable
- Establishes disciplinary actions to be taken in the event the standards are violated
- Nominal gifts accepted by employees are allowable provided the value of the gift does not exceed \$25. “Widely attended” conference events are allowable as long as the cost per person does not exceed \$25, and an aggregate of \$50 or less in a calendar year from a single provider.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible
2. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - f. Requiring the prime contractor, if subcontracts are to take the affirmative steps listed in paragraphs (a) through (e) of this section.

BUY AMERICAN PROVISION

Buy American provision requirements

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

Implementing the Buy American provision

SFAs are reminded that for all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, State agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service’s (AMS) weekly market report at <https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>. The Buy American provision supports local and small businesses. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports SFAs working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). FNS also encourages purchasing food products from local and regional sources when expanding farm to school efforts. USDA Foods comply with Buy American requirements. FNS encourages SFAs to maximize their use of USDA Foods, which comply with Buy American requirements. USDA Foods are domestic, and purchasing from 100% domestic origin sources is a longstanding USDA policy based on Section 32 of the Agriculture Act of 1935 (P.L. 74-320 as amended; 7 U.S. Code 612c). However, processed end products that contain USDA Foods need to meet the 51% domestic requirement, by weight or volume.

Vendors are to provide products of US and US territories.

Limited exceptions to the Buy American provision

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions include:

- a) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- b) Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Vendors are required to include the country of origin on all food invoices.

Vendor may request an exception or recommend a domestic alternative as a substitute, to be approved in advance by the Director of CNP.

Compliance with, and monitoring of, the Buy American provision

To ensure compliance with the Buy American provision, solicitation and contract language must include the requirement for domestic agricultural commodities and products. The Director of CNP will maintain all records, including documentation of exceptions.

Attestation:

Vendors of agricultural products (bread products, fresh produce, ice cream, milk) will sign an Attestation in the bid document attesting to compliance to the requirements of the Buy American Provision. Any items that are not grown or produced in the US or US territories must be pre-approved by the Director of CNP. Vendor will be required to justify the item in an Exception Report to obtain pre-approval of the purchase.

BUY AMERICAN PROVISION ATTESTATION

Geneva County Schools
Bid: #2025-2026/-03

PRODUCE

Bid Price Quote: _____

By signing this price quotation, the vendor attests to compliance to the requirements of the Buy American Provision. Any items that are not grown or domestically processed in the US or US territories must be pre-approved by the CNP Director. Vendor will be required to justify the item in an Exception Report to obtain pre-approval of the purchase.

Signature: _____

Name of Company: _____

Date: _____

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

Notary Public

ALABAMA STATE LICENSE NO. _____

Documenting Non-Domestic Products	
Vendor Name:	
Domestic Agricultural Product:	
Storage Area for Product:	
	Dry
	Cooler/refrigerator
	Freeze
Country of Origin of Non-domestic substitution:	
<u>Select Reason for Exception:</u>	
1.)	The food or food product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality
2.)	Competitive bids reveal the cost of the United States food or food product is significantly higher than the non-domestic product.
(a)	Price of the original domestic food product as bid has increase significantly above the Agricultural Marketing Services (AMS) and/or Consumer Price Index (CPI); and
(b)	The non-domestic product meets the required specifications of the domestic product.
<u>Date range for the substitution:</u>	
	Beginning Date:
	Ending Date:
<u>Supporting Documentation Provided:</u>	
	Documentation that the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality
	Documentation that the price of the original domestic food product as bid has increase significantly above the Agricultural Marketing Services (AMS) and/or Consumer Price Index (CPI)
Vendor Representative's Name (Print)	
Vendor Representative's Name (Signature)	
Date:	
SFA Representative's Name (Print)	
SFA Representative's Name (Signature)	
Date:	

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.

1. **Equal Employment Opportunity** — All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)**—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
5. **Rights to Inventions Made Under a Contract or Agreement**—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)**—All parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **TERMINATION FOR CAUSE**—If either party breach a material provision hereof, the non-breeching party shall give the other notice of such cause. If such cause is not remedied within the specified period, ten (10) days, the party giving notice shall have the right to terminate their agreement upon giving a sixty (60) day written notice.
10. **Procurement of Recovered Materials (§200.322)**—The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
11. **Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387)**— also known as the Clean Water Act (CWA), established the basic framework for regulating water pollution in the United States. Amended and significantly expanded in 1972, the CWA aims to restore and maintain the nation's waters by setting standards for surface water quality and requiring permits for discharging pollutants from point sources like industrial facilities and sewage plants.

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, 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.

Bid Pricing Form
Fresh Produce Products

Due September 9, 2025 9:00 a.m. CDT

Bidders must list something in every item listed. If you are not bidding that item, put "no bid" in the block. Failure to write a price or "no bid" in every item will result in your bid being rejected. Prices not to exceed three (3) decimal places.

(A)	(B)	(C)	(D)	(E)	(F)	(G)
Item No.	Est. Qty.	Regular Produce Description/Unit	Market Cost (July 1, 2025 to July 31, 2025)	Distrib. Fee	Unit Sell Price (D)+(E)	Extended Price (B)x(F)
1	150	Apples, Red Delicious, fresh, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher. Min. 40 lb case, 110-113 Ct/Case; Tray Packed				
2	75	Apples, Golden Delicious, fresh, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher. Min. 40 lb case, 113-125 Ct/Case; Tray Packed				
3	75	Apples, Granny Smith, fresh, tart green apple, U.S. No. 1 or higher, Min. 40 lb case, 113-125 Ct/Case; Tray Packed				
4	30	Apple, Pink Lady, fresh, U. S. No. 1 or higher, Min. 113 Ct/Case; Tray Packed				
5	20	Apple, Cameo, fresh, U.S. No. 1 or higher, Min. 113 Ct/Case; Tray Packed				
6	300	Bananas, fresh, green #3 color, medium size, 40#/Case (Premium #1 - Chiquita/Dole)				
7	50	Broccoli Florets, fresh cut, prepared from U.S. No. 1 or higher, 6/3# / Case				
8	25	Broccoli Florets, fresh cut, prepared from U.S. No. 1 or higher, 3/3# / Case				
9	20	Broccoli Florets, fresh cut, prepared from U.S. No. 1 or higher, 3# bag				
10	15	Cabbage, Green, Cut, fresh, U.S. No. 1 or higher, 50# / Case				
11	10	Cabbage, Red, fresh cut, shredded, uniformity cut 1/8-1/4, gas permeable packaging, code-dated, 5# bag				
12	30	Cabbage, Slaw Shred w/Carrots and Red cabbage, 4/5# / case				

13	30	Cantaloupe, fresh, U.S. No. 1, 12 count/case				
14	30	Carrot Sticks, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 4/5# /Case				
Item No.	Est. Qty.	Regular Produce Description/Unit	Market Cost (July 1, 2025 to July 31, 2025)	Distrib. Fee	Unit Sell Price (D)+(E)	Extended Price (B)x(F)
15	20	Carrots, Baby Peeled, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 30/1# /Case				
16	30	Carrots, Baby Peeled, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 1# bag				
17	10	Carrots, shredded, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 5# bag				
18	200	Carroteenies, fresh, U. S. No. 1 or higher, has permeable packaging, sulfite free, code dated; 100/2 oz bag				
19	15	Cauliflower, floret, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 3# bag				
20	30	Cauliflower, floret, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 2/3# bag/ 1/2 Case				
21	30	Celery, Diced, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 5# bag				
22	25	Celery Sticks, fresh, U.S. No. 1 or higher, gas permeable packaging, sulfite free, code dated, 5# bag				
23	200	Cucumbers, fresh, select, U.S. No. 1 or higher, 5# bag				
24	50	Grapes, Red Seedless, fresh, U.S. No. 1, domestic, 18-20# / Case				
25	14	Grapes, Green Seedless, fresh, U.S. No. 1, domestic, 18-20# / Case				
26	10	Honeydew Melon, fresh, U.S. No. 1, 5-9 count / Case				
27	15	Kiwi Fruit, fresh, U.S. No. 1, domestic preferred, packed in single layer flats or volume fill, 36 count / case				
28	50	Lettuce, Romaine, fresh, head, U.S. No. 1 or higher, 24 count per case				

29	10	Lettuce, Romaine, fresh, shredded, U.S. No. 1 or higher, 6/2# count per case				
30	50	Lettuce, Romaine, Chopped, fresh, U.S. No. 1 or higher, 6/2# Bags/Case				
31	10	Lettuce, Swiss Chard Bunch				
32	10	Mushrooms, Medium 10#				
33	10	Squash, Yellow, U.S. Medium #26				
34	10	Squash, Zucchini U.S. Medium #18				
35	10	Nectarines, fresh, 2 layer, U.S. No. 1 or higher, 88 ct.				
36	20	Onions, Diced, 5# bag				
Item No.	Est. Qty.	Regular Produce Description/Unit	Market Cost (July 1, 2025 to July 31, 2025)	Distrib. Fee	Unit Sell Price (D)+(E)	Extended Price (B)x(F)
37	8	Onions, Yellow, dry, fresh, U.S. No. 1, medium size, 5# bag				
38	200	Oranges, fresh, navel or temple Valencia varieties, U.S. No. 1 or higher, 113-138 ct.; Tray Packed				
39	25	Pears, Bartlett OR D'ANJOU fresh, U.S. No. 1 or higher, 120 ct; Tray Packed				
40	10	Pea, Sugar Snap 10#				
41	10	Peaches, 20-25#				
42	100	Plums, Red OR BLACK, fresh, U.S. No. 1 or higher, 2" diameter, Volume Fill, ap. 75 Ct/Cs				
43	10	Plums, Pluot, fresh, U.S. No. 1 or higher, 2" diameter, Volume Fill, ap. 165 Ct/Cs				
44	50	Peppers, Green, Diced, U.S. No. 1 or higher, gas permeable pkg., sulfite free, code dated 5# bag				
45	5	Peppers, Green Bell, fresh, U.S. No. 1 or higher, medium size, 5# bag				
46	5	Peppers, Red Bell, fresh, U.S. No. 1 or higher, medium-large size, 5# bag				
47	20	Potatoes, Russet, White, fresh, U.S. No. 1 or higher, 100 count per case				
48	20	Potatoes, Russet, White, fresh, U.S. No. 1 or higher, 90 count per case				
49	10	Potatoes, "B" size, fresh, U. S. No. 1 or higher, 50 # bags				
50	10	Potatoes, Russet, White, fresh, U.S. No. 1 or higher, 80 count per case				

51	4	Potatoes, Sweet, fresh, U.S. No. 1, or higher, small, 90 ct.				
52	20	Potatoes, Sweet, Stix, fresh, U. S. No. 1 or higher, 4/5 # bags				
53	25	Satsumas, Alabama fresh, U.S. No. 1 or higher ap. 150 Ct./Case				
54	70	Spinach, Baby, fresh, cello packed, stemmed and washed, code dated, 2.5# bag				
55	75	Strawberries, fresh, U.S. No. 1; 1# 8 Ct/Case				
56	10	Tangerines, Florida, fresh, U.S. No. 1 or higher, max 120 count;Tray Packed				
57	10	Tomatoes, fresh, U.S. No. 1, vine ripened, medium to large size, loose pack, 10# case				
58	42	Tomatoes, fresh, U.S. No. 1, vine ripened medium to large size, 5x6 loose pack, 25# case				
Item No.	Est. Qty.	Regular Produce Description/Unit	Market Cost (July 1, 2025 to July 31, 2025)	Distrib. Fee	Unit Sell Price (D)+(E)	Extended Price (B)x(F)
59	40	Tomatoes, Grape, fresh, U.S. No. 1, ripeness stage 5-6, 12 pint/case				
60	15	Watermelon, Seedless, fresh, whole, U.S. No. 1 or higher, Min. 3 per case				
61	10	Eggs, Fresh Extra Large, 15 doz.				
		Pre-prepared Single Servings for Fresh Fruit and Vegetable Grant				
		The grant produce products listed below are a sampling of items that may be purchased. Product variety and pack size may vary.				
1	10	Apple Grins (Sliced Red Apples), 100/2 oz.				
2	27	Lite Ranch, 100/1 oz.				
3	10	Lite Honey Mustard, 100/1 oz.				
4	10	Lite Italian, 100/1 oz.				
5	10	Lite Balsamic Vinaigrette, 100/1 oz.				
6	14	Veggie Medley (Baby Carrots/Celery/ Grape Tomatoes w/Lite Ranch Dressing, 36/3 oz.				
7	14	Celery/Carrot Mix with Lite Ranch, 36/3 oz.				
8	28	Fruit Salad, 36/2 oz.				
9	14	Kale Salad/Red Bell Pepper/Green Onion Mix, 36/3 oz.				

10	5	Endive/Grapes 36/4 oz.				
11	10	Romaine Salad/Zucchini/Baby Carrots, w/ Dressing 36/4 oz.				
12	10	Spinach/Pineapple Salad, 36/4 oz.				
13	20	Jicama/Pineapple/Cucumber 36/4 oz.				
14	10	Spring Mix/Fuyu Persimmon/Date w/ Dressing 36/4 oz.				
15	10	Grapefruit Wedges, 36/4 oz.				
16	10	Grapes, Green Seedless, 36/4 oz.				
17	10	Grapes, Red Seedless, 36/4 oz.				
18	10	Grapes, Black Seedless, 36/4 oz.				
19	50	Grapes, Red & Green Seedless Mix, 36/4 oz.				
20	14	Guava/Pineapple 36/4 oz.				
21	14	Kiwi Wedges, 36/4 oz.				
22	5	Kumquats, Sweet (Round), 36/4 oz.				
23	5	Kumquats, Sweet (Round)/Sour (Oblong), 36/4 oz.				
24	10	Mango/Pineapple 36/4 oz.				
25	10	Melon, Cantaloupe/Seedless Grape Mix, 36/4 oz.				
26	15	Melon, Honeydew/Cantaloupe Mix, 36/4 oz.				
			Market Cost (July 1, 2025 to July 31, 2025)	Distrib. Fee	Unit Sell Price (D)+(E)	Extended Price (B)x(F)
Item No.	Est. Qty.	Regular Produce Description/Unit				
27	15	Melon, Watermelon Chunks, 36/4 oz.				
28	5	Muscadines, 36/4 oz.				
29	5	Muscadines/Scuppernongs, 36/4 oz.				
30	15	Oranges, Blood Wedges, 36/4 oz.				
31	20	Oranges, Red Navel Wedges, 36/4 oz.				
32	10	Figs, Whole				
33	11	Papaya & Pineapple Chunks, 36/4 oz.				
34	5	Papaya & Kiwi Chunks, 36/4 oz.				
35	5	Persimmons, Fuyu, 36/4 oz.				
36	15	Pineapple Chunks, 36/4 oz.				
37	15	Pineapple & Kiwi Chunks, 36/4 oz.				
38	10	Dragonfruit 36/4 oz.				
39	15	Pomegranate Wedges, 36/4 oz.				
40	5	Pummelo Wedges (Chinese Grapefruit), 36/4 oz.				
41	15	KiwiBerries 36/4 oz.				
42	10	Mango 36/2 oz.				
43	15	Blueberries 36/4 oz.				
44	15	Star Fruit/Seedless Grape Mix, 36/4 oz.				

45	15	Star Fruit/Pineapple Chunks, 36/4 oz.				
46	10	Strawberries, 36/4 oz.				
47	10	Asparagus/Baby Carrots, 36/4 oz.				
48	10	Broccoli/Cauliflower Florets, 36/4 oz.				
49	14	Napa & Bok Choy, 36/4 oz.				
50	5	Carrots, Rainbow Baby, 36/4 oz.				
51	10	Cauliflower, Colored, Purple, Green, Gold & White, 36/4 oz.				
52	10	Squash Coins 36/4 oz.				
53	15	Black Plums, Whole				
54	25	Daikon & Carrot Coins, 36/4 oz.				
55	20	Green Beans/Cauliflower/Sweet Potato Mix, 36/4 oz.				
56	10	Snow Peas/Sugar Snap Peas, 36/4 oz.				
57	15	Snow Peas/Cucumbers/Grape Tomato Mix, 36/4 oz.				
58	10	Squash, Yellow Squash/Zucchini Squash Mix, 36/4 oz.				
59	15	Kale/Surd Parsnips/Carrots w/ dressing 36/4 oz.				
60	10	Pineapple/Cranberries 36/4 oz.				
61	10	Celery/Carrot/Hummus 36/4 oz.				
62	15	Butternut Squash/Spaghetti Squash w/ Dressing 36/4 oz.				
63	30	Whole Watermelons				

GRAND TOTAL _____

W-9: Include a completed W-9 with the bid response package.

PAYMENT INFORMATION FORM

VENDOR NAME AND ADDRESS (PHYSICAL AND REMITTANCE)	ACCOUNTS RECEIVABLE and ACCOUNT PAYABLE CONTACT PERSON(S)	ACCOUNTS RECEIVABLE and ACCOUNT PAYABLE CONTACT PERSON(S) E-MAIL ADDRESS(S)	ACCOUNTS RECEIVABLE and ACCOUNT PAYABLE CONTACT PERSON(S) TELEPHONE NUMBER(S)

Authorized Signature: _____

Date _____

DISCLOSURE STATEMENT OF
RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND
EMPLOYEES/OFFICIALS OF THE GENEVA COUNTY BOARD OF EDUCATION
(THE BOARD)

1. Bid/Proposal/Contract/Purchase Order No. _____

2. Name of Contractor/Grantee _____

Address _____

Telephone Number _____

Fax Number _____

3. Nature of Contract/Grant _____

4. Does the contractor/grantee have any relationship with any employee or official of the board, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit.

(For employees of the board, family members include spouse and dependents. For members of the board (officials), family members include spouse, dependants, adult children and their spouses, parents, in-laws, siblings, and their spouses.)

This Disclosure Form will be available for public inspection upon request. The above information is true and accurate, to the best of my knowledge.

Signature of Authorized Agent of Contractor/Grantee

Date _____

PLEASE COMPLETE, SIGN, AND RETURN TO THE GENEVA COUNTY BOARD OF EDUCATION WITH THE
BID/PROPOSAL/CONTRACT.

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 the **Child Nutrition Produce Bid** for Geneva County Board of Education.

We propose to provide **Child Nutrition Produce** and guarantee that if the contract is awarded to us, we will provide **Child Nutrition Produce** 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)

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.

(2) 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.

8. Remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion, continued
Instructions for Certification**

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into a transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom 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 Nonprocurement 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.

School Locations for Delivery And Contact Information

Anna Whitehead, Child Nutrition Director
606 S. Academy Street
Geneva, AL 36340
(334) 684-5701
whiteheada@genevacoboe.org

Geneva County High School

Manager: Deanna Spivey
301 Lily Street
Hartford, AL 36344

Samson Elementary School

Manager: Rina Pendleton
823 North State Highway 87
Samson, AL 36477

Samson High School

Manager: Samantha Westmoreland
209 North Broad Street
Samson, AL 36477

Slocomb Elementary School

Manager: Rylla Shields
108 S Hemby Street
Slocomb, AL 36375

Slocomb High School

Manager: Tammy Scott
591 S County Rd 9
Slocomb, AL 36375