



# Lawrence County

BOARD OF EDUCATION

14131 MARKET STREET

MOULTON, ALABAMA 35650

Phone: (256) 905-2400 Fax: (256) 905-2406



## INVITATION FOR BID (IFB)

**BID NO: CNP 26/27-001**

**Fresh Fruit and Vegetables for the Fresh Fruit and Vegetable Program (FFVP)- Fresh Produce and Delivery**

**2026–2027 SCHOOL YEAR**

Lawrence County Schools

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## PURPOSE

The purpose of this Invitation for Bid (IFB) is to obtain **sealed bids** from qualified vendors to establish a firm fixed-price contract with a single vendor to provide fresh fruits and vegetables for Lawrence County Schools Fresh Fruit and Vegetable Program (FFVP)- Fresh Produce and Delivery.

This procurement is conducted in accordance with:

- Alabama Competitive Bid Law
- 2 CFR 200.320(b) – Sealed Bids
- 2 CFR Part 200 – Uniform Guidance
- 7 CFR Part 210 – Child Nutrition Programs

Sealed bidding is appropriate because:

- Complete and adequate specifications are available
- Two or more responsible bidders are expected to compete
- Award will be made principally on the basis of price

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21	HB-56 ALABAMA IMMIGRATION LAW COMPLIANCE	YES
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23	VENDOR CERTIFICATION	YES
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25	CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS	YES
26	BUY AMERICAN STATEMENT	
27	USDA NON-DISCRIMINATION STATEMENT	
28	Bid Bond or Cashier's check	
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## 1. GENERAL INFORMATION

Lawrence County Schools is soliciting sealed bids for fresh fruit and vegetables for use in:

- School Nutrition Programs (SNP)
- Fresh Fruit and Vegetable Program (FFVP)

All procurement transactions will provide full and open competition in accordance with 2 CFR 200.319.

### **GENERAL INFORMATION TO BIDDER**

- Bid award will be made on a BOTTOM LINE WITH ESCALATION (DE-ESCALATION) CLAUSE
  - It is not the policy of the Lawrence County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, and terms of delivery are among the factors that may be considered in determining the low responsible bidder.
  - All proposals shall include the cost of transportation to the point of delivery, the in-house delivery, and removal of product crates on a bi-weekly basis.
  - Provide all CN Labels for your products with Bid packet.
  - **The decision of the Lawrence County Board of Education shall be final.**
  - Records showing successful bidder and prices quoted will be placed on file and may be examined upon request.
  - Contract for purchase will be put into effect by means of purchase order after tabulations are compiled.
  - **Bidder is required to furnish a bid bond or cashier's check in the amount of \$500 payable to Lawrence County Schools.**
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### **Code of Conduct / Conflict of Interest**

In accordance with 2 CFR 200.318(c)(1):

No employee, officer, or agent of the SFA shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest exists.

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

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## **CHILD NUTRITION PROGRAM EMERGENCY PROCUREMENT AUTHORITY**

In accordance with **Act 2022-264, now appearing as Section 16-13B-2.1, Code of Alabama, 1975**, the School Food Authority (SFA) reserves the right to utilize emergency procurement procedures specific to Child Nutrition Programs when conditions warrant.

If an emergency impacts the ability of the SFA to obtain goods or services necessary to operate the National School Lunch Program (NSLP), School Breakfast Program (SBP), or other USDA Child Nutrition Programs, the SFA may:

- Temporarily suspend standard competitive procurement requirements;
- Procure necessary goods or services through emergency noncompetitive means;
- Purchase from alternate vendors without formal advertisement;
- Extend existing contracts on a temporary basis; or
- Enter into short-term emergency agreements to ensure uninterrupted food service operations.

An emergency may include, but is not limited to:

- Supply chain disruptions
- Pandemic-related interruptions
- Natural disasters
- Vendor default or failure to deliver
- Product recalls or safety concerns
- Equipment failure impacting food production
- Any unforeseen circumstance threatening continued meal service

All emergency procurements will:

- Be limited to the duration of the emergency;
- Be documented in writing;
- Include justification for the emergency action;
- Be conducted in a manner consistent with federal procurement requirements under 2 CFR Part 200 to the extent practicable.

The SFA will return to standard competitive procurement procedures as soon as conditions permit.

Nothing in this section guarantees the award of emergency purchases to the current contract holder.

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## **2. CONTRACT PERIOD**

July 1, 2026 – June 30, 2027

The contract may be renewed for up to four (4) additional one-year periods, not to exceed five (5) total years, provided:

- Vendor performance is satisfactory
  - Pricing remains competitive
  - Renewal is mutually agreed upon in writing
- 

### **Termination for Convenience**

The SFA may terminate this contract in whole or in part at any time for convenience with thirty (30) days written notice.

The contractor shall be paid for services performed and accepted prior to termination.

### **Termination for Cause**

The SFA may terminate this contract for cause if the contractor:

- Fails to perform in accordance with contract terms
- Fails to deliver products meeting specifications
- Violates federal or state regulations
- Becomes suspended or debarred

Written notice will be provided. The contractor may be given the opportunity to cure deficiencies when appropriate.

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The SFA reserves the right to purchase limited quantities from alternate sources when necessary to protect the health, safety, and nutritional integrity of meal service operations, without constituting breach of contract.

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### **Force Majeure**

Neither party shall be liable for failure to perform due to events beyond reasonable control. During such events, the SFA reserves the right to procure goods or services from alternate sources in accordance with federal and state

law.

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### 3. SUBMITTAL INSTRUCTIONS

Sealed bids must be delivered to:

Callie Terry

Child Nutrition Director  
Lawrence County Board of Education

14131 Market Street

Moulton, AL 35650

Bid Opening:  
June 2, 2026 at 10:00 a.m.

Envelope must be clearly marked:

BID NO: CNP 26/27-001

Fresh Fruit and Vegetables for the Fresh Fruit and Vegetable Program (FFVP)- Fresh Produce and Delivery

Late, faxed, or emailed bids will not be accepted.

Required documents:

- Completed pricing form
- Notarized signature page
- All required certifications
- Certificate of Insurance
- Immigration/E-Verify documentation

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### 4. AWARD OF CONTRACT

Award will be made on an **all-or-none basis** to the lowest responsive and responsible bidder based on:

- Total Bottom Line Price

Prior to award, the SFA will verify the vendor is not suspended or debarred via SAM.gov.

Cost/price analysis will be conducted in accordance with 2 CFR 200.323.

Award of this contract is contingent upon approval by the Board of Education. Written notice of award will be provided to the successful bidder after Board action at its next scheduled meeting. The SFA reserves the right to reject any or all bids in accordance with applicable state and federal procurement regulations.

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### **Farm-to -School**

It is the intent of this solicitation to award all the 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) comparable products off bid and directly from local farmers and producers as they are available.

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## **5. BID PROTEST PROCEDURES**

Bid protests must:

- Be submitted in writing within five (5) calendar days of the Notice of Intent to Award
- Be addressed to the Superintendent of Lawrence County Schools

Protests must include:

- Name and contact information
- Detailed statement of grounds
- Supporting documentation

The SFA shall issue a written response within ten (10) business days.

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## **6. PRICING METHOD – FIXED PRICE WITH 30-DAY QUOTE PERIODS**

Due to the seasonal and volatile nature of fresh produce markets, pricing shall be structured as follows:

### **Initial Pricing**

Vendor shall submit:

- A completed Produce Bid Line Sheet
  - Firm fixed prices for each listed item
  - Prices valid for the first 30 calendar days of the contract term
- 

### **Ongoing Pricing (30-Day Cycles)**

After the initial 30-day period:

- Vendor may submit updated pricing every 30 calendar days, if necessary
  - Updated price lists must be submitted in writing at least five (5) business days prior to the start of the new pricing period.
  - Pricing shall remain firm for each 30-day period once approved.
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### **Pricing Approval**

- The SFA must review and approve each new 30-day price list prior to implementation.
- Pricing must reflect current market conditions.
- The SFA reserves the right to request supporting documentation (e.g., USDA Market News reports) to verify price reasonableness.

If the SFA determines pricing to be excessive or not competitive:

- The SFA may reject the submitted price list.
  - The SFA may procure specific items from an alternate source.
  - Repeated excessive pricing may constitute cause for contract termination.
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### **Price Increases**

- No price changes are allowed within an active 30-day pricing period.
- All prices must include delivery, fuel, overhead, and profit.
- No additional surcharges permitted.

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## **7. PRODUCT SPECIFICATIONS**

All produce must:

- Meet USDA Grade #1 unless otherwise specified
- Be fresh, clean, and free from decay or spoilage
- Be properly matured
- Be free from bruising and damage
- Be packed in standard commercial containers

Produce shall comply with grading standards established by the United States Department of Agriculture.

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### **Buy American Provision (7 CFR 210.21(d))**

All produce must be grown in the United States.

Vendor must:

- Certify country of origin
- Provide documentation upon request
- Obtain written approval prior to delivering non-domestic items

Exceptions must be documented and approved in writing.

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### **Geographic Preference**

In accordance with 7 CFR 210.21(g), geographic preference may be applied for unprocessed locally grown agricultural products.

"Local unprocessed agricultural products" are foods in their natural state, grown or raised within a 400 mile radius of the school site, or in the State of Alabama, which have undergone minimal processing that doesn't change their inherent character.

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## 8. FOOD SAFETY REQUIREMENTS

Vendor must comply with:

- Food Safety Modernization Act (FSMA)
- Good Agricultural Practices (GAP)
- Good Handling Practices (GHP)

Vendor must provide traceback information within 24 hours upon request.

Vendor shall maintain proper sanitation practices during storage and delivery.

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## 9. DELIVERY REQUIREMENTS

Deliveries:

- Monday–Friday, 6:30 a.m.–2:00 p.m, or a mutually agreed upon delivery schedule
- F.O.B each school site. School sites and calendars are attached
- Date-marked products
- Clean, sanitary vehicles
- The successful bidder will be responsible for any damage to the buildings and grounds that are a direct result of carelessness/negligence of the delivery person.
- **Proper Identification:** All vendors, employees or agents shall be properly dressed and shall have proper identification.
- Each District shall be responsible for ordering, remitting payment, and coordinating appropriate delivery schedules for their respective district.

Vendor must:

- Deliver inside designated storage areas
- Remove damaged or rejected product
- Replace unacceptable product within 24 hours
- If product cannot be replaced, credit for damaged/spoiled goods will be issued

The SFA reserves the right to reject produce not meeting quality standards at time of delivery.

No restocking fees permitted.

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## **10. SEASONAL AVAILABILITY**

Items are subject to seasonal availability.

Vendors must notify SFA in advance of shortages.

Approved substitutions must meet equal or better specifications and must be pre-approved in writing.

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## **11. INVOICING** Invoices must include:

- Product description
- Pack size
- Quantity delivered
- Unit price (matching approved 30-day price list)
- Extended total
- Delivery date
- School name
- Country of Origin

The unit price charged must match the SFA-approved 30-day pricing list.

Net 30 payment terms.

No late fees, fuel surcharges, or service charges permitted.

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## **Return of Rebates, Discounts, and Credits**

In accordance with 2 CFR 200.406 and 7 CFR 210.21(f), all rebates, discounts, applicable credits, and incentives attributable to this contract shall be returned to the SFA's nonprofit food service account.

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## **12. INSURANCE REQUIREMENTS**

- General Liability: \$1,000,000 per occurrence
- Automobile Liability: \$1,000,000
- Workers' Compensation: Statutory limits

Certificate must name Lawrence County Board of Education as additional insured.

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### **13. REQUIRED CERTIFICATIONS**

Must submit:

- Non-Collusion Certification
  - Debarment & Suspension (AD-1048)
  - Drug-Free Workplace
  - Byrd Anti-Lobbying (if applicable)
  - HB56 Immigration Affidavit
  - E-Verify MOU
  - Vendor Certification
  - Owner Disclosure
  - Certificate of Insurance
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### **14. RECORD RETENTION**

The contractor must retain records for three (3) years after final payment in accordance with 2 CFR 200.334.

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### **15. FEDERAL CONTRACT PROVISIONS**

This contract incorporates all provisions required by Appendix II to 2 CFR Part 200 including:

- Equal Employment Opportunity
- Clean Air Act
- Federal Water Pollution Control Act
- Byrd Anti-Lobbying Amendment
- Debarment and Suspension
- Buy American Provision
- Termination for Cause and Convenience

Davis-Bacon does not apply.

The Contract Work Hours and Safety Standards Act does not apply to this procurement as it is a goods contract and does not involve construction or employment of mechanics or laborers.

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## Federal Contract Conditions

All funds being administered through the Child Nutrition Program are Federal and therefore are governed by Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements *as applicable*.

- a. Bidders must comply with **Equal Employment Opportunity** in accordance with Executive Order 11246 (41 CFR Part 60)
- b. Bidders must comply with the **Davis-Bacon Act** (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
- c. Bidders must comply with the **Copeland Anti-Kickback Act** (40 U.S.C. 3145), as supplemented by department of Labor regulations (29CFR Part 3).
- d. Bidders must comply with the requirements of the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708), as supplemented by department of Labor regulations (29CFR Part 5).
- e. Bidders must comply with the requirement 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.
- f. Bidders must comply with the **Clean Air Act** (42 U.S.C. 7401-7671q).
- g. Bidders must comply with the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387).
- h. Bidders must comply with the **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352).
- i. Bidders must comply with section 6002 of the **Solid Waste Disposal Act**, as amended by the Resource Conservation and Recovery Act (40 CFR Part 247).
- j. Bidders must comply with the **Buy American Provision** (7 CF part 210.21. The term ‘domestic commodity or product’ means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” is defined by USDA as meaning that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically  
Awarded bidder responsibility: Provide any information related to non-domestic foods NOT from the United States, which we currently purchase and/or will be available for purchase from your company in the future, and as needed. We will need advance notice sent via email to each CNP director of non-domestic products not from the United States.
- K. Bidders must comply with the **Debarment and Suspension** (Executive Orders 12549 and 12689)

## 16. BID SPECIFICATION/PROPOSAL FORM

**These are the main fruits and vegetables that we use throughout the school year for our FFVP Program.**

**Please look over these to make sure you would be able to provide all the items listed below.**

**The schools may order other items as the need arises during the year. Vendors must be able to provide small quantities of product when ordered.**

- Meet USDA Grade #1 unless otherwise specified
- Produce shall comply with grading standards established by the United States Department of Agriculture.
- Each item is to be priced separately by offering the bid unit price as per designation in the specification. In the event that the unit designation required by the specification is different than the standard package offered by a bidder, that bidder shall convert the quantities to conform with the bid unit set forth in the specifications, i.e., convert 6/#10 to 4/1 gallon. Failure to make the conversions may be cause for rejection.

To Accommodate the Fresh Fruit and Vegetable Program

Company Name \_\_\_\_\_

	Fruit and Vegetable DESCRIPTION	Case and Pack Size	Price per Case
	APPLES FUJI	72/88 CT	
	APPLES FUJI/GALA	50 CT 1/2 cup	
	APPLES GALA	113/125 CT	
	APPLES GOLD	113/125 CT	
	APPLES GRANNY SMITH	113/1 CS	
	APPLES HONEY CRISP	100 CT	
	APPLES RED	113/125 CT	
	APPLES SLICED RED	100/2 oz	
	BANANA GREEN CASE	40 LBS	

	BANANA RIPE 40LB CASE	40 LBS	
	BLACKBERRY SP	50 CT 1/4 cup	
	BLOOD ORANGE SP	50 CT 1/2 cup	
	BLUEBERRY SP	50 CT 1/4 cup	
	BROCCOLI SP	50 CT 1/4 cup	
	BROCCOLI CAULIFLO SP	50 CT 1/2 cup	
	BROCCOLI CAULIFLO. SP	50 CT 1/4 cup	
	BROCCOLI SP	50 CT 1/2 cup	
	CANTALOUPE SP	50 CT 1/4 cup	
	CANTALOUPE SP	50 CT 1 cup	
	CARR,CELE, GRAP TOM SP	50 CT 1/2 cup	
	CARROTS & CELERY SP	50 CT 1/4 cup	
	CARROTS & CELERY SP	50 CT 1/2 cup	
	CARROTS BABY BITES SP	100/ 2oz	
	CARROTS BABY SP	50 CT 1/4 cup	
	CARROTS PETITE SP	50 CT 1/2 cup	
	CARROTS W/ FF RANCH	50 CT 1/2 cup	
	CAULIFLOWER SP	50 CT 1/2 cup	
	CAULIFLOWERETTES SP	50 CT 1/4 cup	
	CELERY SP	50 CT 1/2 cup	
	CELERY STICK W/ FF RANCH	50 CT 1/2cup	
	CELERY STICKS SP	50 CT 1/4 cup	
	CUCUMBERS SLICE SP	50 CT 1/2 cup	

	EGGPLANT LB USA	LBS	
	FRUIT SNACK PACK	50 CT 1/4 cup	
	GRAPE/MIXED FRUIT SP	50 CT / 2oz	
	GRAPEFRUIT RED/PINK CASE	CASE	
	GRAPES RED SP	50 CT 1/2 cup	
	GRAPES RED SP	50 CT 1/4 cup	
	GRAPES RED SP	50 CT 1 cup	
	GRAPES WHITE SP	50 CT 1 cup	
	GRAPES WHITE SP	50 CT 1/2 cup	
	GRAPES WHITE SP	50 CT 1/4 cup	
	HONEYDEW SP	50 CT 1 cup	
	HONEYDEW SP	50 CT 1/2 cup	
	HONEYDEW SP	50 CT 1/4 cup	
	JICAMA SP	50 CT 1/2 cup	
	JICAMA SP	50 CT 1/4 cup	
	LEMONS 10LB BAG	10 LBS	
	LOCAL CANTALOUPE CASE	CASE	
	LOCAL STRAWBERRY CS	CASE	
	MANDARIN ORANGE CASE	CASE	
	NECTARINES CASE	CASE	
	ORANGES	113/125 CT CASE	
	ORANGES SLICED SP	50 CT 1/2 cup	
	PEACHES CASE	CASE	

	PEARS CASE	CASE	
	PEPP GREEN STRP SP	50 CT 1/2 cup	
	PEPP GREEN STRP SP	50 CT 1/4 cup	
	PEPP TRI-COLOR SP	50 CT 1/4 cup	
	PEPPER TRI-COL SP	50 CT 1/2 cup	
	PINEAPPLE GOLD	15 LBS	
	PINEAPPLE SP	50 CT 1 cup	
	PINEAPPLE SP	50 CT 1/4 cup	
	PINEAPPLE SP	50 CT 1/2 cup	
	PINEAPPLE/MIXE FRUIT	50 CT 1/2 cup	
	PLUMS RED CASE	CASE	
	PLUOTS CASE	CASE	
	POTATOES RUSSET	100 CT/CASE	
	POTATOES SWEET SMALL	40 LBS	
	SWEET POTATO SP	50 CT 1/4 cup	
	RADISH COINS SP	50 CT 1/4 cup	
	RADISHES	6/6 oz bag	
	RANCH DRESSING FAT FREE 1	1/4 cup	
	SATSUMAS CASE	CASE	
	SPRINGMIX SP	50 CT 1/2 cup	
	SQUASH YELLOW SP	50 CT 1/2 cup	
	SQUASH YELLOW SP	50 CT 1/4 cup	
	STRAWBERRIES	8/1 case	

	STRAWBERRIES HALF CASE	1/2 case	
	STRAWBERRY SP	50 CT 1/2 cup	
	STRAWBERRY SP	50 CT 1/4 cup	
	SUGAR SNAP PEA SP	50 CT 1/2 cup	
	SUGAR SNAP SP	50 CT 1/4 cup	
	TANGELOS USA	CASE	
	TANGERINES CASE	CASE	
	TOMATOES CHERRY SP	50 CT 1/2 cup	
	TOMATOES CHERRY SP	50 CT 1/4 cup	
	TOMATOES GRAPE SP	50 CT 1/4 cup	
	TOMATOES GRAPE SP	50 CT 1/2 cup	
	WATERMELON SP	50 CT 1/4 cup	
	WATERMELON SP	50 CT 1/2 cup	
	WATERMELON SP	50 CT 1 cup	
	WATERMELONS EACH	CASE	
	WATERMELONS SEEDLESS EA U	CASE	
	ZUCCH SLICE SP	50 CT 1/4 cup	
	ZUCCHINI SLICED SP	50 CT 1/2 cup	

1	Dragonfruit SP	50 CT 1/2 cup	
2	Mango SP	50 CT 1/2 cup	
3	Pink Pineapple	Case	
4	Pink Pineapple	50 CT 1/2 cup	
5	Purple Cauliflower	50 CT 1/2 cup	
6	Blueberry SP	50 CT 1/2 cup	
7	Raspberry SP	50 CT 1/2 cup	
8	Figs	Case	

**17. SIGNATURE PAGE (Must Be Notarized)**

By signing, the bidder certifies compliance with all federal and state procurement requirements.

Submitted by:

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Authorized Signature

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Printed Name & Title

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Company Name

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Date

Total Bid Amount (if applicable): \_\_\_\_\_

This bid must be notarized.

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## 18. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing on its behalf.

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COMPANY

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PRINT/TYPE NAME OF AUTHORIZED PERSON

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TITLE

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SIGNATURE

(Officer of the Company)



**19. FORM AD-1048**

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, Participants' responsibilities. The regulations were published as Part IV of the

January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS 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.

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Organization Name

PR/Award Number or Project Name

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

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Signature(s) Date

### **Instructions for Certification**

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



## 20. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about -
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check ( ) if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant.

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	



## 21. HB56- Alabama Immigration Law Compliance

### MEMORANDUM

To: CONTRACTORS AND GRANTEES  
FROM: Chief School Financial Officer  
DATE: December 13, 2018  
RE: H.B. 56 – ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow-down requirements that went into effect on January 1, 2012. These requirements apply to entities that employ one or more employees in Alabama. The requirements are as follows:

1. PROVIDE your local school system (the Board) proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Immigration Law Compliance*;
2. SUBMIT to your local school system (the Board) an *E-Verify Memorandum of Understanding* if enrollment with E-Verify is required (entity has one or more employees);
3. PROVIDE your local school system (the Board) a signed *Notice of Alabama Immigration Law Compliance Contract Requirements*, which contains contractual provisions;
4. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance - Subcontractor*.

The requirements above, imposed by Alabama's Immigration Law, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."<sup>1</sup> As a Contractor or a Grantee, if these obligations do not apply to you, please indicate such on the attached affidavit by completing the appropriate certification.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement. Please submit these documents within 10 days of the receipt of this letter. Failure to submit this requested information will result in the removal of your company from the Lawrence County Board of Education active vendor file. If you have any questions, please contact Callie Terry at 256-905-2411.

<sup>1</sup> ALA. CODE §§31-13-9 (a) and (b). See [http:// www.ago.state.al.us/ File-Immigration-AL-Law-2011-535](http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535) . The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as §32-6-9. (the "Act")

<sup>2</sup> A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §31-13-3(3).



## 22. AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE/E-VERIFY

### **ALABAMA IMMIGRATION LAW COMPLIANCE GUIDELINES FOR CONTRACTORS AND VENDORS DOING BUSINESS WITH THE ALABAMA DEPARTMENT OF REVENUE**

Section 9 of Alabama Act No. 2011-535 entitled the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act” (<http://ago.alabama.gov/File-Immigration-AL-Law-2011-535>) requires that, as a condition for the award of a contract to a business entity or employer that employs one or more employees working in Alabama, the business entity or employer provide an affidavit and documentation of enrollment in the Federal E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The attached Affidavit For Business Entity/Employer/Contractor and the entity’s E-Verify Memorandum of Understanding must be included with the bid or contract. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.

An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify) or at the Alabama Department of Homeland Security web site <http://immigration.alabama.gov>. The Alabama Department of Homeland Security has established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program.

You may scan and e-mail your documents to: [everify@revenue.alabama.gov](mailto:everify@revenue.alabama.gov) or fax to (334) 353-8599.

**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND  
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

**AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR**

*(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)*

State of \_\_\_\_\_

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

Before me, a notary public, personally appeared \_\_\_\_\_ *(print name)*

who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

\_\_\_\_\_ *(state position)* for

\_\_\_\_\_ *(state business entity/employer/contractor name)*

that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.\*

\_\_\_\_\_ 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*

***(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E VERIFY PROGRAM)***

**23. VENDOR CERTIFICATION**

In response to your invitation to bid on the items specified within this document, the undersigned hereby proposes to furnish Fresh Fruit and Vegetables for the FFVP Program to all Elementary Schools in Lawrence County, in strict accordance with the terms and conditions outlined in the instructions to bidders.

Please submit the completed Bid Proposal form to the following address:

Callie Terry  
Lawrence County Board of Education  
14131 Market Street  
Moulton, AL 35650

Bids will be opened on June 2, 2026, at 10:00 a.m., at the Lawrence County Board of Education. Lawrence County Schools reserves the right to reject any or all bids and to waive minor informalities in the process of awarding this bid to the lowest responsible bidder. The entirety of the bid will be awarded to a single vendor.

I certify by affixing my signature below that the costs quoted in this bid are accurate and that I possess the requisite authority to obligate the company to perform under the conditions specified in the attached Invitation to Bid specifications.

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

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

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

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

Name of Company: \_\_\_\_\_

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

\_\_\_\_\_

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

E-mail address: \_\_\_\_\_

\*Vendor should retain a copy of completed bid for their company's records.

**24. OWNER DISCLOSURE CERTIFICATE**

Company Name: \_\_\_\_\_

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

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

City/State/Zip Code: \_\_\_\_\_

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

\_\_\_\_\_

The company bidding is:

Manufacturer: \_\_\_\_\_ Dealer: \_\_\_\_\_ Representative: \_\_\_\_\_ Corporation: \_\_\_\_\_

Partnership: \_\_\_\_\_ Sole Owner: \_\_\_\_\_

Include a copy of your current Alabama Business License and proof that your business is registered with the Alabama Secretary of State.

The company must demonstrate adequate experience and capacity to perform the contract..

Authorized signature: \_\_\_\_\_ Title: \_\_\_\_\_

I certify that the above information is true and correct:

Authorized signature: \_\_\_\_\_

Print/type name of authorized person: \_\_\_\_\_

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

PLEASE CHECK THE APPROPRIATE STATEMENTS:

This Bidder is a:

\_\_\_\_\_ Women-owned business (*51% or more women-owned, & operated*)

\_\_\_\_\_ Sole Proprietor (*Provide SSN of the proprietor*)

\_\_\_\_\_ Male-owned business

\_\_\_\_\_ Non-profit business

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

The Bidder is a Qualified Disadvantaged Company:

\_\_\_\_\_ Black American

\_\_\_\_\_ Hispanic American

\_\_\_\_\_ American Indian

\_\_\_\_\_ Asian Pacific American

\_\_\_\_\_ Asian Indian American

\_\_\_\_\_ Disabled

\_\_\_\_\_ Other socially / economically disadvantaged designation

Please specify: \_\_\_\_\_

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

This Bidder is a: \_\_\_\_\_ Contractor, please specify type: \_\_\_\_\_

\_\_\_\_\_ Distributor

\_\_\_\_\_ Service

\_\_\_\_\_ Manufacturer

\_\_\_\_\_ Retailer

\_\_\_\_\_ Manufacturer's Representative

\_\_\_\_\_ Wholesaler

\_\_\_\_\_ Other:

**25. CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

The undersigned person declares that

- He/she is legally authorized to bind the company hereby represented
- The company is licensed to do business in Alabama
- The company is registered to with the Secretary of State
- Certify that the signatory has examined and fully comprehended the requirements and specifications for FRESH FRUIT AND VEGETABLES (FFVP) FOR LAWRENCE COUNTY SCHOOLS.

We propose to provide **FRESH FRUIT AND VEGETABLES for FFVP** and guarantee that if the contract is awarded to us, we will provide **FRESH FRUIT AND VEGETABLES for FFVP** in accordance with your requirements and specifications.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT/TYPER NAME OF AUTHORIZED PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(Officer of the Company)

## 26. BUY AMERICAN STATEMENT

It is the intent of the Colbert County Board of Education to strictly adhere to the USDA's "Buy American" Provision. The District 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). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the CNP Coordinator, a minimum of 3 days in advance of delivery. The request must include the reason for 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 increased 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.

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

Provided below is an example of the substitution for domestic products provided by the vendor/distributor:

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:	

## 27. USDA Non-Discrimination Statement

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

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

Additionally, program information may be made available in languages other than English.

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

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