INVITATION TO BID

BID #26-002 CHILD NUTRITION PROGRAM PRODUCE SERVICE

May 6, 2026

Marshall County Schools will receive sealed bids for all equipment, supplies and services hereinafter described and specified, to be delivered to **the specific Marshall County School stated on the Purchase Order.**

All proposals must be in sealed envelopes and shall be in the hands of Tammy West, Administrative Assistant to the Superintendent, no later than May 21, 2026 at 8:30 a.m. The bid opening will be held at 8:30 a.m. on May 21, 2026 at the Marshall County Board of Education at 12380 U.S. Highway 431 S Guntersville, AL 35976.

Sealed bids may be **mailed or delivered** to Marshall County Schools, ATTN: SonyaWatson, 12380 U.S. Highway 431 S. Guntersville, AL 35976.

Proposals for furnishing the equipment shall be filled out when called for in the blank spaces on proposal forms. The original signature shall be in longhand and shall be the legal name of the bidder or the authorized to sign. The completed form should be without interlineation, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.

No oral, fax or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to fully inform himself as to all conditions and limitations.

All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the equipment manufacturer at no cost to the owner.

All bids shall remain in force for a period of **ONE YEAR with options to renew** and may be accepted or rejected by the owner at any time prior to the expiration of this period.

Marshall County Schools reserves the right to reject any/or all bids as may be deemed best for their interest and reserves the right to award the contract or contracts to other than the low bidder if in the interest of ultimate economy and standardization to do so.
All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted.

Items furnished, as a result of this bid **shall be delivered prices** to purchaser and must meet or exceed the specifications indicated on the quotation sheet. Items not conforming to specifications may be rejected and returned at the vendor's expense.

Items not delivered in accordance with the specifications general and/or special conditions of this bid concerning quantity and quality, etc., may be purchased on the open market and any increase of cost over the bid price shall be charged to the vendor.

All materials, equipment, etc., shall be new and of kind specified, and shall be in undamaged condition when turned over to the owner. Vendor shall be responsible for making any claims for items received damaged in shipment.

All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.

Reference to brand name, manufacturer's suppliers, catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met. It is the owner's intent not to accept a lesser quality than is set forth in these specifications. Manufacturer's specifications shall prevail as if written in full detail.

All bidders are to submit bids on proposal forms furnished by the Marshall County Schools, which are enclosed. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.

Quantities given herein are believed to be correct, but the right to alter or vary these quantities or the right to purchase additional materials above the stated herein at the bid price is reserved.

Questions concerning this bid should be directed to:

Casey Partain, Child Nutrition Program Director
Marshall County Schools
256-582-3171 Ext. 01013
partain.casey@marshallk12.org

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

I. GENERAL INFORMATION

A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Marshall County Schools' "BID SHEET" form and shall govern the selections of the items listed.

B. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request.

C. The Marshall County Schools may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.

D. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.

E. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.

F. Vendors shall bid on all items within the specified group/category. It is the intent of the Marshall County Schools to award the bid by groupings/categories or as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Marshall County Schools.

G. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.

H. The Marshall County Schools is tax exempt from all tax (Tax I.D. 63-6000982). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.

I. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of the deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.

J. Discrimination on the basis of sex, race, age, religious belief, disability, national origin, or ethnic group is prohibited in all procurement activities of the Marshall County Schools.

K. Marshall County Schools encourages contractors and suppliers to utilize minority business enterprises when providing goods and/or services. Minority business enterprises are those businesses controlled by individuals who are members of a minority group and include African Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.

II. METHOD OF AWARD

A. The Marshall County Schools reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.

B. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to the individual schools and other various locations within Marshall County.

C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.

D. A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting requirements and specifications.

E. The Marshall County Schools reserves the right to accept or reject any or all bids.

F. The award will be made in accordance with Code of Alabama 1975 Section 16-13 B-1- B-11.

G. The decision of the Marshall County Schools will be final.

H. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in I. General Information, Paragraph C., that will best serve the interest of the Marshall County Schools.

III. CONTRACT PERIOD

A. The contract period shall be **July 1, 2026 through June 30, 2027.**

B. The purpose of this is to establish a 12-month contract with an option to issue four additional 12-month contracts under the same pricing, terms and conditions. The four additional 12-month contracts, if requested by the School Board and agreed upon by the vendor, would begin the day after the previous 12-month contract expires. Any successive contract must have the written approval of both the School Board and the vendor no later than 30 days prior to

the expiration of the previous contract.

IV. PRICING

A. Prices are not to exceed two (2) decimal places.

B. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid; delivered to the various locations, in amounts ordered.

C. Prices are to include delivery FOB-Destination, Marshall City School's location(s) as listed on the Purchase Order. Each carton or package for each purchase order to have the following information: Name of School, Care of Marshall County Schools, Individual's name on order, Purchase Order Number, Serial Number (if applicable).

D. Marshall County Schools reserves the privilege to rebid or re-negotiate any item(s) if price(s) are beyond the amount anticipated or negotiations are unsatisfactory.

V. QUANTITIES

A. The quantities of items specified herein are based upon estimated use. Because quantities listed are estimated, they may be increased or decreased according to needs of various locations.

B. Bidders are cautioned that to incur financial obligations by purchasing materials not normally stocked for this bid will not be reason for reimbursement of costs incurred.

VI. METHODS OF PURCHASING

Once the bid is board approved, a letter will be issued to the awarded vendor(s). This letter does not authorize purchases of material or equipment. Purchase orders will be issued as authorization for all purchases. If the supplier fails to deliver items within the time specified, Marshall County Schools reserves the right to award the bid to the next lowest responsible bidder.

VII. BACK ORDERS

A. Items temporarily out of stock shall be a minimum. When this occurs, the CSFO or designated representative may determine the method used to obtain such items. Alternative procurement methods will only be utilized for temporary shortages.

B. If items are out of stock, the CSFO will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

VIII. CANCELLATION

Marshall County Schools reserves the right to cancel this contract upon seven (7) days written notice.

IX. DEFAULT

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

B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the Marshall County Schools shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases of the Marshall County Schools.

X. INDEMNITY

The responsible bidder shall indemnify and hold harmless the Marshall County Schools, its officers and employees from all loss, claims, suits or actions of every kind and character made upon or brought against the Marshall County Board of Education, its officers and employees for or sustained by any party or parties as a result of any act, error omission or negligence of said responsible bidder or its servants, agents and subcontractors; and also from all claims of damage in fulfilling this contract.

XI. SPECIAL REQUIREMENTS

A. Marshall County Schools reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.

B. Marshall County Schools reserves the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if continuation of the contract or category is determined to be inconsistent with the best interests of Marshall County Schools.

C. All bidders submitting proposals that have already acquired a Marshall County business license shall provide a copy of these licenses at bid opening. A bidder that has not acquired these licenses and may be awarded the bid, will be notified by the Business Department and will have 24 hours before the Board Meeting date to provide copies. It is incumbent upon the bidder to provide the required type of license for the item(s) being bid. License numbers shall be written on proposal/ quote/bid sheet.

D. A "General Contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the

undertaking is fifty thousand dollars ($50,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.

E. Bidders may be disqualified, and rejection of proposals may be recommended for any of (but not limited to) the following reasons:
   a. Failure to use the bid forms furnished by the Marshall County Schools.
   b. Lack of signature by an authorized representative on the bid form.
   c. Failure to properly complete the bid form.
   d. Lack of vendor compliance.
   e. Evidence of collusion among bidders
   f. Unauthorized alteration of the bid form.

F. The Marshall County Schools assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

G. Where both Instructions To Bidders (ITB) and Special Conditions relate to the same thing, the Special Conditions will prevail; that is, the specific language will take precedence over the more general wording, however, where both the ITB and Special Conditions may be given reasonable effect, both are to be retained.

H. **The Marshall County Schools has the option in place to make payments via Purchasing Card instead of a check for purchases from this solicitation. This form of payment significantly reduces payment time to three to five days once services are rendered and the invoice is submitted. Unless exception is noted in the bid response, the bidder, by submitting a bid agrees to accept the Purchasing Card as an acceptable form of payment and may not add additional services fees/handling charges to purchases made with the Purchasing Card.**

XII. MANUFACTURER'S NAME AND SUBSTITUTIONS

A. Any bidder wishing to supply alternate equipment other than that specified shall submit a request for substitution to the Marshall County Schools at the Pre-Bid Conference **or at least ten (10) days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled.**

B. If APPLICABLE - Bidders requesting such substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitution will require changes in mechanical or electrical or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.

C. **In addition, a request for substitution must be accompanied by the manufacturer's specifications and a "Substitution Request Form" which provides the Marshall County Schools with a detailed description of the**

manner in which proposed substitution conforms and/or varies from the item specified. No request for substitution will be considered without an accompanying "Substitution Request Form".

D. It is understood by the Marshall County Schools that no agent, dealer, broker or agency may bind a manufacturer beyond the manufacturer's own printed literature. Therefore, any party submitting a Substitution Request Form stating compliance with a feature specified for the prime specified item or as an option for that item in the manufacturer's literature, may be accompanied by a letter on the Manufacturer's own letterhead stating that the manufacturer shall comply with the specified feature and such compliance shall not adversely affect the manufacturer's product performance, reliability, durability, appearance or affect the warranty.

E. If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitution Request Form", the Contractor shall, at the discretion of the School Board, bring the equipment into compliance with the specifications at his own cost. In consideration of the job stage at the time of final inspection, the Contractor shall take no more than 5 working days to make this replacement. Bidders are encouraged to review the replacement. Bidders are encouraged to review the "Substitution Request Form" prior to using such items in their bid. Awarded Contractor shall be responsible for deviations not detailed in the "Substitution Request Form" submitted FROM ANY SOURCE. Approval of submittals by the Marshall County Schools does not relieve the Contractor of this condition. The "Substitution Request Form" can be found at the end of this document.

F. **No request for substitution will be considered after the Pre-Bid Conference or after 10 days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled, except in instances where the item is no longer available. The Marshall County Schools CSFO or designated representative will approve exceptions when availability of product is in question.**

XIII. INVOICE/BUY AMERICAN

A. The vendor awarded the bid must indicate the item's country of origin on the invoice. It is recommended that the vendor to the maximum extent practicable send only domestic produce. If a domestic item is not available, the vendor must send documentation as to why a domestic item was not sent.

MARSHALL COUNTY SCHOOLS SUBSTITUTION REQUEST FORM

Please make copies and fill out this sheet for each item you will be substituting.

VENDOR NAME: _____ BID # 26-002

BID NAME: CHILD NUTRITION PROGRAM PRODUCE SERVICE

ITEM # (*on bid pricing sheet*), (example 3.2)_____

ITEM DESCRIPTION_____

_____

_____

REQUESTED SUBSTITUTE_____

_____

_____

HOW IS SUBSTITUTE SIMILAR*_____

_____

_____

HOW IS SUBSTITUTE DIFFERENT*_____

_____

_____

MANUFACTURERS SPECS MUST BE INCLUDED.

_____ _____

APPROVAL DATE APPROVED BY

Proposal Checklist

The following is a checklist of requirements developed by the Marshall County Schools Business Office that may assist in the preparation of your proposal. This list is not all-inclusive and is made available for your convenience. The Instructions To Bidders and Addenda (if issued) specify all proposal requirements and should be read thoroughly to ensure that all bid requirements are met. The following list identifies some common reasons why bids are rejected and considered non-responsive:

- Bid opening date and time (late submission)
- Original signatures and date on proposal required (copies submitted)
- Proposal should be without interlineations, alteration or erasure (do not use white out, do not line through and initial, do not change figures on pricing sheet, etc. Pricing sheet should be without corrections.) ***
- Product specifications do not meet requirements
- Incomplete bids ***
- Bids not identified on UPS, Federal Express, etc. packages, thus inadvertently opened ***
- Copies of licenses not submitted when required along with license number written on bid sheet ***
- Failure to use bid forms supplied with bid packet
- Failure to fill out bid form correctly
- **Late** substitution requests (see XII. Manufacturer's Name and Substitutions)***
- Copy of E-Verify MOU must be included in bid submission. (*This is an Alabama State Law.*) ***

Note: *** - Most common reasons why bids are rejected.

Please read the Instructions To Bidders for specific requirements as they can change from bid to bid. The goal of the Business Office is to provide for fair and open competition. Following the Instructions To Bidders will ensure that all proposals are considered.

Thank you.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the LOCAL BOARD OF EDUCATION ("Board'), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the 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 contractor's E-Verify Memorandum of Understanding must be included with the bid.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. If your company is not an Alabama based company or does not have employees that work in the State of Alabama, you must include in your bid package submittal, a memo on company letterhead stating this fact. 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. The Alabama Department of Homeland Security (http://immigration.alabama.gov) has also 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. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

The amended law also changed the definition of SUBCONTRACTOR to *"A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier."* Another provision states, *"Furthermore, during the performance of the contract, the subcontractor 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. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor."*

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 125-49, 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 is this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name Bid Number of Project Name

_____

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

_____

Signature(s) Date

Return this form with bid submittal.

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 knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participant 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 title "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 Non-procurement List.

8. Nothing contained in the foregoing shall be construed to required 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.

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 in its behalf.

COMPANY: _____

PRINT NAME
OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____
(Officer of the Company)

Return this form with bid submittal.

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address: _____

City/State/Zip Code:
_____

Telephone Number: _____Fax Number: _____

Email Address: _____

The company bidding is: (*please check which entity your company is below*)

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____ Minority-Race: _____ Woman Owned: _____

I certify that the above information is true and correct:

Authorized signature: _____

Print name of authorized person: _____

Title: _____

Return this form with bid submittal.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS
Updated May 30, 2018

Title 2: Grants and Agreements PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM
Subpart C—Requirements for School Food Authority Participation §210.16 Food service management companies

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

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

(d) Buy American—

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

(i) An agricultural commodity that is produced in the United States; and

(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

(i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

(ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to—

(A) A school food authority located in the contiguous United States; and

(B) A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts—

(1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(g) Geographic preference.

(1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

(2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

Marshall County School System SY 2026-2027 CNP FRESH PRODUCE

VENDOR NAME:_____

#	Item Description	Bid Unit	Estimated Quantity	Unit Price	Extended Price	Alternate unit size
1	Apples, Fuji, 113-138 ct, U.S. Fancy or better	1 Case	40		$ -	
2	Apples, Gala, 125-138 CT, U.S. Fancy or better	1 Case	50		$ -	
3	Apples, Golden Delicious, 113-125 ct, U.S. Fancy or better	1 Case	20		$ -	
4	Apples, Red Delicious, 113-125 ct, U.S. Fancy or better	1 Case	150		$ -	
5	Apples, Granny Smith, 113-125 ct, U.S. Fancy or better	1 Case	20		$ -	
6	Bananas, Green Turbo, 40#	1 Case	200		$ -	
7	Bananas, medium size, Premium quality, 40#	1 Case	400		$ -	
8	Blueberries, U.S. No. 1	12/6 oz.	20		$ -	
9	Broccoli Florets, bagged & ready, 6/3# bags, U.S. Fancy	1 Case	40		$ -	
10	Broccoli Florets, bagged & ready, 3# bags, U.S. Fancy	3# Bag	200		$ -	
11	Carrots, sticks, 4/5# bags, U.S. No. 1	1 Case	10		$ -	
12	Carrots, sticks, 5# bags, U.S. No. 1	1 Bag	10		$ -	
13	Carrots, baby,4/5# bags, U.S. No. 1	20# Case	200		$ -	
14	Carrots, baby, 5# bags, U.S. No. 1	5# Bag	20		$ -	
15	Carrots, portion pack, minimum 200/1.3 oz.	1 Case	50		$ -	
16	Carrots, Shredded, bagged & ready, U.S. No. 1	4/5# Case	10		$ -	
17	Carrots, Shredded, bagged & ready, U.S. No. 1	5# Bag	60		$ -	
18	Cauliflower Florets, bagged & ready, U.S. No. 1	4/3# Bags	10		$ -	
19	Cauliflower Florets, bagged & ready, U.S. No. 1	3# Bags	150		$ -	
20	Celery, diced, U.S. Extra No. 1	4/5 # Bag	10		$ -	
21	Celery, diced, U.S. Extra No. 1	5 # Bag	10		$ -	
22	Celery Sticks, 4/5# bags, U.S. Extra No. 1	1 Case	40		$ -	
23	Celery Sticks, U.S. Extra No. 1	5# Bag	250		$ -	
24	Cucumbers, U.S. Fancy	3# Bag	150		$ -	
25	Cucumbers, U.S. Fancy	40# Case	100		$ -	
26	Cucumbers, U.S. Fancy	20#	100		$ -	
27	Grapes, Table, red seedless, U.S. Fancy, 18-20#	1 Case	40		$ -	
28	Grapes, Table, white seedless, U.S. Fancy, 18-20#	1 Case	20		$ -	
29	Kiwifruit, 36 count per flat, U.S. Fancy and U.S. No. 1	1 Flat	15		$ -	
30	Lemons, 200 Choice	1 Doz.	10		$ -	
31	Lettuce, Romaine, heads, U.S. Fancy, 24 per case	1 Case	25		$ -	
32	Lettuce, Romaine chopped, bagged & ready,U.S. No. 1	6/2# Case	50		$ -	
33	Lettuce, Romaine chopped, bagged & ready,U.S. No. 1	2# Bag	50		$ -	
34	Lettuce, Romaine, shredded, bagged & ready, U.S. No. 1	6/2# Case	450		$ -	
35	Lettuce, Romaine, shredded, bagged & ready, U.S. No. 1	2# Bag	15		$ -	
36	Letttuce, Leaf Crowns	Case	15		$ -	
37	Melons, Cantaloupe, U.S. Fancy	1 Case	20		$ -	
38	Melons, Honeydew, U.S. No. 1	1 Case	20		$ -	
39	Melons, Watermelon, U.S. Fancy, price per melon	Each	50		$ -	
40	Nectarines, U.S. Fancy	1 Case	10		$ -	
41	Onions, Red, Jumbo, U.S. No. 1	3# bag	50		$ -	
42	Onions, Yellow, Jumbo, U.S. No. 1	3# bag	20		$ -	
43	Onion, yellow diced, 5# bags	1 Bag	5		$ -	
44	Oranges, 113-138 count, U.S. Fancy	1 Case	200		$ -	
45	Pears, 100-120 ct.,U.S. Fancy	1 Case	50		$ -	
46	Pepper, Green Bell, whole, U.S. Fancy	3# Bag	75		$ -	
47	Pepper, Red Bell, whole, U.S. Fancy	3# Bag	100		$ -	
48	Pepper, YellowBell, whole, U.S. Fancy	3# Bag	20		$ -	
49	Pineapple, 2/5# fresh cut	1 Case	30		$ -	
50	Pineapple, fresh whole, Gold	Each	5		$ -	
51	Plums, U.S. Fancy, Red	1 Case	50		$ -	
52	Potatoes, Russet, 100 count, U.S. No. 1 or better	1 Case	10		$ -	
53	Potatoes, Idaho, 100 count, U.S. No. 1 or better	1 Case	10		$ -	
54	Salad Mix, W/ Romaine, 4/5# bags	20# Case	250		$ -	
55	Slaw Mix, chopped side color, bagged, 4/5# bags	20# Case	10		$ -	
56	Slaw Mix, chopped side color, bagged, 5# bags	5# Bag	10		$ -	
57	Slaw Mix, shredded, side color, bagged, 5# bags	5# Bag	10		$ -	
58	Spinach, bagged, U.S. Extra No. 1	4/2.5# Bag	25		$ -	
59	Spinach, bagged, U.S. Extra No. 1	2.5# Bag	125		$ -	
60	Strawberries, 8/1 quart, U.S. No. 1	1 Case	50		$ -	
61	Tangerines, U.S. Fancy	1 Case	20		$ -	
62	Tomatoes, Cherry, U.S. No. 1, 12 pints per flat	1 Flat	15		$ -	
63	Tomatoes, Cherry, U.S. No. 1 pints	1 Pint	15		$ -	
64	Tomatoes, Red, 6x6 whole, U.S. No. 1	25# Case	100		$ -	
65	Tomatoes, Red, 6x6 whole, U.S. No. 1	10# Case	100		$ -	
66	Tomatoes, Red Grape, 12 pints per case, U.S. No. 1	1 Case	400		$ -	
67	Cilantro, fresh	1 Bunch	400		$ -	
68	Jalapenos, fresh whole	2.5#	100		$ -	
GRAND TOTAL					$ -	