



Winston County Schools Procurement Plan for Child Nutrition Program

All procurements of food, supplies, goods, and other services with the Child Nutrition Program will be consistent with federal, state, and local laws and regulations. Source documentation will be available to determine open competition, the reasonableness, and the allocation of costs. This Procurement Plan coincides with the Winston County Schools Financial Department Procurement Plans. This document simply details the responsibilities and guidelines for the Child Nutrition Program.

Superintendent
Winston County Schools

October 2, 2026
Date

Chief School Financial Officer
Winston County Schools

October 2, 2026
Date

CNP Director
Winston County Schools

October 2, 2026
Date

Procurement Plan Table of Contents

Section I	General Requirements
Section II	Micro Purchasing
Section III	Purchasing Capital Equipment
Section IV	Small Purchases
Section V	Formal Procurement
Section VI	Noncompetitive Negotiation
Section VII	Emergency Purchasing
Section VIII	General Guideline for Bidders

Attachment 1– Sample Required Federal Provisions for Procurement in CNP Program

Attachment 2- Sample Delivery Addresses/Point of Contact

Attachment 3– Sample Bid Specifications/Proposal Form

Attachment 4- Sample Vendor Certification

Attachment 5- Sample Owner Disclosure Certificate

Attachment 6 – Sample Non- Collusive Bidding Certification

Attachment 7- Sample References Form

Attachment 8 – Sample Certification of Compliance with Specifications

Attachment 9- Sample Certification Regarding Drug Free Workplace Requirements

Attachment 10– Sample USDA Form AD- 1048

Attachment 11- Sample Memo regarding HB56- AL Immigration Law Compliance

Attachment 12- Sample Affidavit of Alabama Immigration Compliance

Attachment 13- Sample Alabama Law Compliance Requirements to all Contractors

Attachment 14- Sample Affidavit of Alabama Immigration Compliance- Subcontractor

Attachment 15- Sample CNP Federal Provisions

Attachment 16- Sample Small Purchasing Checklist

Attachment 17- Sample Bid Sign in Sheet

Attachment 18- Sample Bid Tally Sheet

Attachment 19- Sample Informal Quote Log

Attachment 20- CNP Capital Equipment Pre-Approval List

Attachment 21- Sample Scoring Rubric

Attachment 22- Sample Documentation of Non- Domestic Product

Attachment 23- Sample Bid Certification

Attachment 24- Sample Bid Certification of Bid Opening

Attachment 25- Sample Bid Checklist of Required Items

Attachment 26- Procurement Checklist for Directors

Attachment 27- Joint Purchasing Agreement Letter

SECTION I - PROCUREMENT PLAN GENERAL REQUIREMENTS

- A. This plan is adopted as a condition of Winston County Schools participation in the USDA Child Nutrition Programs. Winston County Schools uses procurement procedures that reflect state and local law, while also ensuring compliance with applicable federal law.
- B. The Child Nutrition Program Director is primarily responsible for overseeing all procurement for Winston County Schools food service department, including any procurement conducted on behalf of Child Nutrition Program. This responsibility includes, but is not limited to, the responsibilities set forth below:
- a. Ensures that all Winston County Schools procurement transactions are conducted on a manner that provides full and open competition in accordance with federal law.
 - b. Manages contracts and oversees vendors and/or ensuring that vendors perform in accordance with the terms, conditions, and specifications of vendor contracts and/or purchase orders.
 - c. Ensures that vendors who develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals are **excluded** from competing for such contracts and/or purchase orders.
 - d. Ensures that all contractual and administrative issues arising out of procurements for the Winston County Schools food service department are handled in accordance with good administrative practice and sound business judgment.
 - e. Ensures that all sufficient records detailing Winston County School's CNP procurement history, as well as the procurement history of all other entities procuring on behalf of Winston County Schools CNP, are maintained.
 - a. The records maintained for contracts include, at a minimum, the following records:
 - 1) Rationale for methods of procurement
 - 2) Selection of procurement type
 - 3) Selection or rejection of vendor
 - 4) Basis for contract price
 - b. These records are maintained for at least seven (7) years after submission of the final claim for Reimbursement for the fiscal year or longer if otherwise required by law.
- C. Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Thresholds	State of Alabama Procurement Thresholds
Micro-purchasing	\$0 - \$50,000	Up to \$15,000
Equipment	Over \$10,000	Over \$10,000
Small/Informal	Over \$50,000 – Less than \$250,000	Over \$15,000 – less than \$40,000
Formal	\$250,000 +	\$40,000 + (Exceptions: *Alabama Farm to School Act *Alabama Joint Cooperative Act *Exemption to Alabama Bid Law Act)

- D. The following records will be maintained for six years plus the current year:
- E. The SFA takes necessary affirmative steps to ensure that small businesses, minority firms, women's business enterprises, and labor surplus area firms are used when possible. The West Alabama Consortium will take the following steps to ensure small businesses, minority firms, women's business enterprises, and labor surplus area firms are used when possible:
- ❖ Qualified and small minority businesses and women's business enterprises will be placed on the solicitation list whenever there are potential sources.
 - ❖ All bidders will complete an owner disclosure certificate which allows the applicant to designate their applicable qualified and small minority businesses and women's business status.
 - ❖ Bidders who select one of these options will be provided additional points based on the scoring rubric. (See attachment 21)
- F. The following Code of Conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by the Child Nutrition reimbursement funds. These written standards of conduct include:
- a) Conflicts of Interest
 - 1) No employee, officer, or agent shall purchase or establish a contract if a conflict of interest, real or implied, would be involved.
 - 2) Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award.
 - i. The employee, officer, or agent.
 - ii. Any member of the immediate family
 - iii. His or her partner
 - iv. An organization that employs or is about to employ one of the above
 - b) Disciplinary Action
 - 1) Penalties for violation of the standards of the Code of Conduct may include any of the following:
 - i. Reprimand
 - ii. Dismissal
 - iii. Any legal action necessary
 - c) Gratuities, Favors, and Gifts
 - 1) Employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 - 2) Staff are allowed to accept gifts of de minimis value as defined by the Alabama Ethics Law such as promotional items commonly distributed to the general public.

SECTION II – MICRO PURCHASING

If the amount of purchases for items up to and including \$15,000, the following procedure will be used.

1. Purchases will not be separated to meet or stay below the \$15,000 threshold.
2. The price quotes will not be required. Competition is not required.
3. When practicable, micro-purchases will be distributed equitably among qualified suppliers.
4. Documentation of purchases will be kept and maintained for a minimum of 6 years plus the current year.
5. The CNP Director will be responsible for documentation of purchases.

SECTION III –PURCHASING CAPITAL EQUIPMENT

If the amount of purchases for equipment is greater than \$15,000, the following procedure will be used.

1. Written specifications will be prepared and provided to vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted (if available).
3. The price quote will receive appropriate confidentiality before the award.
4. If the item being purchased is not included on the CNP Capital Equipment **Pre-Approved List** (attachment), Winston County Schools will seek prior approval from the Child Nutrition Director at the Alabama State Department of Education (ALSDE) by completing the Equipment Request Form. The request should be submitted and pre-approval granted from ALSDE **before** the school board can vote to approve any purchases of \$10,000 or more.
5. Quotes will be awarded by the Child Nutrition Program Department. It is not the policy of the Winston County Schools to purchase based on low bid only. Quality, conformity with specifications, the purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors that may be used to determine the low responsible bidder.
6. The CNP Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and *written specifications*.
7. The CNP Director will be responsible for documentation that the actual product specified is received.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

SECTION IV – SMALL PURCHASES

If the amount of purchases for items is greater than \$15,000 and less than or including \$40,000, Small Purchase Procedures will be utilized. There are two methods of Small Purchasing allowed, either Quotes and/or a Market Basket Study. Quotes documented from an adequate number of qualified sources will be required.

Method 1- Quotes:

1. Written specifications will be prepared and provided to the vendor.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The CNP Director will be responsible for contacting potential vendors when price quotes are needed.
4. Confidentiality for price quotes will be maintained until the purchase is made.
5. Quotes will be awarded by the CNP Director. It is not the policy of the Winston County Board of Education to purchase based on low bid only. Quality, conformity with specifications, the purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors that may be used to determine the low responsible bidder. Bidders must abide by the provisions of the Americans with Disabilities Act of 1990 in order to provide goods or services to the Winston County Board of Education.
6. The CNP Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and *written specifications*.
7. The CNP Director will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the CNP Director may select the acceptable alternative. Full documentation will be made available as to the selection of the acceptable item. Substituted items will not be made solely at the vendor's discretion.
9. Purchasing will be based on the following criteria:
 - a) Price - Example: quality, delivery, service, etc.
 - b) Request Requirements
 - c) If two quotes are equal, consideration may be given to the vendor which was last awarded a bid from Winston County Schools
10. If the purchase is below the most restrictive micro purchase threshold, small purchase may be used.

Price Escalation/De-escalation. This is only required for contracts. All price increases/decreases shall be based on the market: The raw milk index in the Federal Market Order as set by the United States Department of Agriculture; the inflation index in the Consumer Price Index as set by the United States Department of Labor; and/or the Agricultural Marketing Services as set by the United States Department of Agriculture. The manufacturer's selling price is not an allowable index. The initial awarded contract must be for a firm fixed price and only allowable indexes may be used to increase and decrease prices.

Method 2- Market Basket Study: Milk and Produce

1. The Market Basket Study list of products must be created annually.
2. The Market Basket Study must include no less than twenty product items that are:
 - a. most frequently purchased
 - b. products that make up the largest part of the budget
3. Prices must be obtained for the products on the Market-basket Study for two or more vendors.

4. Food (produce and milk) items will be purchased from the vendor/store based on the results of the current Market Basket Study. Non-processed agricultural products exceeding \$250,000 will require formal procurement as well.
5. If using the Alabama Code section 16-1-46 Farm to School Procurement Act: “Exception to competitive bidding requirements” for the purchase of unprocessed local (as defined by the SFA) agricultural products, the Winston County Board of Education will ensure the following occurs:
 - a. Must be unprocessed agricultural products as defined in 16-1-46(b) of the Farm to School Procurement Act.
 - b. Must be purchased in the 300 miles of the district central office as defined in the Geographical preference section of this plan.
 - c. Must solicit multiple quotes.
6. If using the Alabama Code section 16-13B-2 “Exception to competitive bidding requirements” for the purchase of goods and services using a purchasing cooperative, the Winston County Board of Education will ensure the following occurs:
 - a. 16-13B-2(a)(13) Purchases, leases, or lease/purchases of goods or services, other than voice or data wireless communication services, made as a part of any purchasing cooperative sponsored by the National Association of Counties, its successor organization, or any other national or regional governmental cooperative purchasing program. The purchases, leases, or lease/purchases may only be made if all of the following occur:
 - i. The goods or services being purchased, including those purchased through a lease/purchase agreement, or leased are available as a result of a competitive bid process approved by the Department of Examiners of Public Accounts for each bid.
 - ii. The goods or services are either not at the time available to local boards of education on the state purchasing program or are available at a price equal to or less than that on the state purchasing program.
 - iii. The purchase, lease, or lease/purchase is made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.
7. If using the Alabama Code section 16-13B-1(c) “Joint Agreements” for the purchase of goods and services using a joint agreement as defined below, the Winston County Board of Education will ensure the following occurs:
 - a. The governing bodies of two or more city or county boards of education, or any combination of two or more city or county boards of education, counties, municipalities, or instrumentalities thereof, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by official actions of the contracting agencies adopted by each of the participating governing bodies which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint

agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this chapter. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this chapter. Any participation by counties and municipalities authorized in this section shall be subject to the provisions of subsection (b) of Section 41-16-50. In the event that utility services are no longer exempt from competitive bidding under this chapter, non-adjointing boards of education may not purchase utility services by joint agreement under authority granted by this subsection.

8. SFAs may use clauses for milk bid contracts, allowing for price escalation/de-escalation according to a raw milk index. Approved index reports enable price adjustments based on inflation, product availability, and other factors. The USDA currently references three index reports:
 - a. Raw Milk Index
 - b. Consumer Price Index (CPI): Adjusts according to current inflation rates.
 - c. Agricultural Market Services (AMS): Adjusts according to the current agricultural market.

For instance, if the SFA's current fresh produce bid includes a clause allowing price adjustments based on the Consumer Price Index (CPI) for inflation, the SFA can renew the contract with supporting CPI documentation as of the renewal date. If the inflation rate is 3% at the time of renewal, the vendor may increase the product price by up to 3% from the initial firm fixed price without it being considered a material change. Additionally, if the Agricultural Market Services (AMS) clause is included in the original bid contract, the renewal would allow price adjustments according to the current AMS index for each item. For example, if peaches are initially bid at \$30.00 per case and the CPI inflation rate is 3% while the AMS index for peaches is 1%, the vendor may increase the price to \$31.20 ($\$30 \times 4\% = \$1.20$), which is allowable without being a material change. However, such adjustments are permissible only if the original contract includes the index clause. An SFA may not arbitrarily allow price increases or decreases without an approved index. Statements permitting a 10% annual price increase are not allowable; adjustments must be tied to a verifiable index documented at the time of renewal.

9. The CNP Director will be responsible for obtaining prices from vendors or stores annually.
10. Vendor/store selection will be to the lowest and best quote based upon quality, service availability, price, and/or delivery.
11. The CNP Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and **written specifications**.
12. The CNP Director will be responsible for documentation that the actual product specified is received.
13. Non-food service items not included in the Market Basket Study should follow standard Informal Procurement requirements by obtaining two or more quotes.

Exceptions:

1. Alabama Farm to School Act:
 - a. Purchase of unprocessed and domestic local agricultural products may use the federal small purchase threshold of more than \$15,000 but less than \$40,000. Only if the following applies:
 1. The LEA defines this process in their written procurement plan.
 2. The LEA defines local in their procurement plan.
 3. The LEA gets multiple price quotes, and the most economical, responsive, and responsible vendor is selected with supporting documentation.
 4. The purchase is for unprocessed domestic agricultural product.
2. Alabama Joint Cooperative Act:
 - a. Purchase of products through an approved Joint Cooperative agency the LEA may use the federal small purchase threshold of more than \$15,000 but less than \$40,000. Only if the following applies:
 1. The LEA defines this process in their written procurement plan.
 2. The LEA may use an approved Joint Cooperative as defined in Section 16-13B-1 as a single price quote and solicit an additional price quote for like items from another vendor, and the most economical, responsive, and responsible vendor is selected with supporting documentation.

Section 16-13B-1

Applicability; local preference zone; joint agreement; bid bond.

(a) This chapter shall apply to county boards of education and city boards of education, or any combination of city and county boards of education as herein provided for the competitive bidding of certain contracts. With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving ten thousand dollars (\$10,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$10,000.00) or more, made by or on behalf of any city or county board of education, except as hereinafter provided, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.

(b) Prior to advertising for bids for an item of personal property, where a city or county board of education, thereof is the awarding authority, the awarding authority may establish a local preference zone consisting of either the legal boundaries or jurisdiction of the awarding authority, or the boundaries of the county in which the awarding authority is located, or the boundaries of the core based statistical area (CBSA) in which the awarding authority is located. If no such action is taken by the awarding authority, the boundaries of the local preference zone shall be deemed to be the same as the legal boundaries or jurisdiction of the awarding authority. In the event a bid is received for an item of personal property to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where a city or county board of education, thereof is the awarding authority, and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, providing the negotiated price is lower than the bid price.

(c) The governing bodies of two or more city or county boards of education, or any combination of two or more city or county boards of education, counties, municipalities, or instrumentalities thereof, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The

agreement shall be entered into by official actions of the contracting agencies adopted by each of the participating governing bodies which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this chapter. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this chapter. Any participation by counties and municipalities authorized in this section shall be subject to the provisions of subsection (b) of Section 41-16-50. In the event that utility services are no longer exempt from competitive bidding under this chapter, non-adjoining boards of education may not purchase utility services by joint agreement under authority granted by this subsection. (d) The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials.

(Act 2009-760, p. 2294, §1.)

3. Exemption to Alabama Bid Law Act:

- a. Purchase of products through an approved Group Buying agency the LEA may use the federal small purchase threshold of more than \$15,000 but less than \$40,000. Only if the following applies:
 1. The LEA defines this process in their written procurement plan.
 2. The LEA may use the Alabama State Bid and another state examiner's approved group buying agency as defined in Section 16-13B-2 as a single price quote from the Alabama State Bid and solicit an additional price quote for like items from another state examiner's approved vendor, and the most economical, responsive, and responsible vendor is selected with supporting documentation.

Section 16-13B-2 (Please note that not all of the Alabama Code applies to the use of federal funds. The most restrictive must be applied).

Exceptions to competitive bidding requirements.

THIS SECTION WAS AMENDED BY ACT 2022-80 IN THE 2022 REGULAR SESSION, EFFECTIVE JUNE 1, 2022. THIS IS NOT IN THE CURRENT CODE SUPPLEMENT.

(a) Competitive bids shall not be required for utility services for county or city boards of education, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this chapter shall not apply to:

(1) The purchase of insurance.

(2) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.

- (3) Contracts of employment in the regular civil service.
- (4) Contracts for fiscal or financial advice or services.
- (5) Purchases of products made or manufactured by blind or visually impaired individuals under the direction or supervision of the Alabama Institute for Deaf and Blind in accordance with Sections 21-2-1 to 21-2-4, inclusive.
- (6) Purchases of maps or photographs from any federal agency.
- (7) Purchases of manuscripts, books, instructional materials, maps, pamphlets, or periodicals, or the electronic version thereof. The exemption for the purchase of instructional materials shall only include those purchases from a current vetted and approved list published by the State Department of Education.
- (8) The selection of paying agents and trustees for any security issued by a public body.
- (9) Existing contracts up for renewal for sanitation or solid waste collection, recycling, or disposal and those providing the service.
- (10) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.
- (11) Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.
- (12) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.
- (13) Purchases, leases, or lease/purchases of goods or services, other than voice or data wireless communication services, made as a part of any purchasing cooperative sponsored by the National Association of Counties, its successor organization, or any other national or regional governmental cooperative purchasing program.

The purchases, leases, or lease/purchases may only be made if all of the following occur:

- a. The goods or services being purchased, including those purchased through a lease/purchase agreement, or leased are available as a result of a competitive bid process approved by the Department of Examiners of Public Accounts for each bid.
- b. The goods or services are either not at the time available to local boards of education on the state purchasing program or are available at a price equal to or less than that on the state purchasing program.
- c. The purchase, lease, or lease/purchase is made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.

- (14) Purchases of unprocessed agricultural products as defined in subsection (b) of Section 16-1-46 and the cost of the food purchased is equal to or less than the federal simplified acquisition threshold set in 2 C.F.R. § 200.88.

(15) Purchase of goods or services, other than voice or data wireless communication services, from vendors that have been awarded a current and valid general services administration contract. Prices paid for the goods or services may not exceed the lowest competitively bid price for these goods or services, other than voice or data wireless communication services, and may not exceed the price on an existing state purchasing program.

(b) This chapter shall not apply to:

(1) Any purchases of products where the price of the products is already regulated and established by state law.

(2) Purchases made by individual schools of the county or municipal public-school systems from monies other than those raised by taxation or received through appropriations from state or county sources.

(c) The city and county boards of education shall establish and maintain the purchasing facilities and procedures as may be necessary to carry out the intent and purpose of this chapter by complying with the requirements for competitive bidding in the operation and management of each city and county board of education.

(d) Contracts entered into in violation of this chapter shall be void, and any person who violates this chapter shall be guilty of a Class C felony.

(Act 2009-760, p. 2294, §1; Act 2012-437, p. 1234, §2; Act 2012-557, p. 1639, §1; Act 2016-298, p. 741, §1; Act 2017-421, §1; Act 2021-485, §1; Act 2022-80, §3.)

SECTION V – FORMAL PROCUREMENT (BID)

Purchases over \$40,000 or greater

1. If the amount of purchases is \$40,000 or greater, formal procurement procedures will be used. Responsibilities include, but are not limited to, the following:

- Ensuring that contracts are awarded to the bid or proposal that is responsive to the solicitation and most advantageous to Winston County Schools.
- Ensuring that, when weighed criteria is used as part of the solicitation, a weighted evaluation sheet is provided to each bidder in the initial bid document materials; price and other factors are considered with price receiving the highest weight; and a firm fixed price is awarded following evaluation and / or negotiation (as applicable.)
- Ensuring that the bid tabulation or the evaluation criterion score sheet is signed signifying a review and approval of the selections.
- Monitoring the formal procurement system to ensure compliance with applicable laws.
- Ensuring that all procurement documentation relating to formal procurement is maintained.
- An advertisement by the Child Nutrition/Finance department is required for all purchases over the district's small purchase threshold of \$40,000. Ensuring that the initial procurement solicitation and the final awarded contract include all required contract language and meet the requirements of local, state, and federal law.
- Ensuring compliance with the Buy American Provision.
- Ensuring that a vendor obtains, in advance, written approval for any non-domestic agricultural product supplied to Winston County Schools.
- Ensuring that full documentation is received documenting why an accepted item is unavailable.
- Ensuring that vendor documentation is reviewed and audited before Winston County Schools selects an acceptable alternative.
- Selects an acceptable alternative when a product is not available.
- Ensuring that the solicitation is advertised by the CNP Director to publicize the SFA's intent to purchase needed items.
- An advertisement is required for all purchases over the district's small purchase threshold of \$40,000. The announcement will contain a:
 - General description of items to be purchased
 - Deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms, and conditions as needed
 - Date of pre-bid meeting, if provided, and if attendance is a requirement for bid award
 - Deadline for submission for bids or proposals; and
 - Address of location where complete specifications and bid / proposal forms may be obtained.
- Ensuring that advertisements run for a minimum of 10 business days.
- Ensuring that vendors are given the same opportunity to bid on the same product specifications.
- Ensuring that purchase conditions are clearly defined in the solicitation.
- Ensuring that the initial procurement solicitation and the final awarded contract include all required contract language and meets the requirements of local, state, and federal law.
- The developer of written specifications or descriptions for procurements will be ***prohibited*** from submitting bids or proposals for such products or services.
- All bids will be publicly opened at the time and place prescribed.
- Any or all bids may be rejected if there is a sound documented reason.
-

2. All bids/contracts must contain provisions covering the following, as applicable:
- Address terms of termination for cause and convenience and how it will be effected, and the basis for settlement.
 - Bid/contracts above \$40,000 contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued under the following:
 - Clean Air Act (42 U.S.C. 7401-7671q)
 - Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387)
 - Equal Employment Opportunity (41 CFR §200) (In excess of \$10,000)
 - Davis-Bacon Act (40 U.S.C. 3141-3148)
 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (In excess of \$2,500)
 - Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2)
 - Debarment and Suspension (Executive Orders 12549 and 12689)
 - Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
 - Procurement of Recovered Materials (See §200.322)
 - Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)
 - Buy American provision (7 CFR §210.21)

* It is the intent of the Winston 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

3. Bids will be awarded by the CNP Director upon approval by the Board of Education. It is not necessarily the policy of the Winston County Board of Education to purchase based on low bid only. The “lowest cost” approach is only utilized when a vendor has met all of the required solicitations. Please note that, quality, conformity with specifications, the purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors that may be used to determine the low responsible bidder.

4. Because of the potential for purchasing more than \$40,000, it will be the responsibility of the CNP Director to document the amounts to be purchased so the correct method of procurement will be followed.
5. The Child Nutrition Department may utilize a CNP purchasing cooperative contract with an approved purchasing agreement to utilize the Alabama Bid exemptions defined under small purchase to use a third-party agency to purchase up to the federal bid threshold \$250,000.00.)
6. When a formal procurement method is required, the following COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP) procedures will apply:
 - An announcement of an Invitation for Bid (*IFB*) or a *Request for Proposal (RFP)* will be sent to vendors, posted on Winston County Schools website, and/or posted on the district bulletin board to publicize the intent to purchase items. The advertisement for bids/proposals will be posted for 10 business days.

The following list includes requirements, not exclusive, to be addressed in the procurement document:

● Contract period
● Winston County Schools are responsible for all contracts awarded (statement)
● Date, time, and location of bid opening
● How vendor is to be informed of bid acceptance or rejection
● Delivery schedule
● Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
● Benefits to be entitled if the contractor cannot or will not perform as required
● State regarding the return of purchase incentives, discounts, rebates and credits to the non-profit Child Nutrition account.
Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
● Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments)
● Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received
● Provision requiring access by duly authorized representatives of the Winston County Schools, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
● Method of shipment or delivery upon contract award
● Provision requiring contractor to maintain all required records for <i>three</i> years after final payment and all other pending matters (audits) are closed for all negotiated contracts
● Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
● Signed statement of non-collusion

- Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).
- Affidavit of Alabama Immigration Compliance Signature Page
- Notice of Alabama Immigration Law Compliance Signature Page
- E-Verify Memorandum of Understanding
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
- Valid Alabama Business License
- Specifications and estimated quantities of products and services prepared by Winston County Schools and provided to potential contractors desiring to submit bids/proposals for the products or services requested.

7. CNP formal bid procedures will be applied on the basis of:

Category	Procurement Method	Evaluation Used	Contract Award Type	Contract Duration/ Frequency
Frozen Food	Formal/Statewide Procurement	Lowest Cost	Fixed Price	
Canned Foods	Formal/Statewide Bid	Lowest Cost	Fixed Price	
Fresh Produce	Formal	Lowest Cost	Fixed Price	
Chemicals	Formal	Lowest Cost	Fixed Price	
Bread	Formal	Lowest Cost	Fixed Price	
Milk and Dairy	Formal	Lowest Cost	Fixed Price with Escalator/De-Escalator Clause (Market-Based Pricing)	
Office Supplies	Formal	Lowest Cost	Fixed Price	
Ice Cream	Formal	Lowest Cost	Fixed Price	
Other Grocery Items	Formal	Lowest Cost	Fixed Price with Escalator/ De-Escalator Clause	
Food Service Management Contract	Formal/ Request for Proposal (RFP)	Lowest Cost	Fixed Price	

If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the CNP Director and date specified.

- The CNP Director will be responsible for securing all bids or proposals.
- The CNP Director will be responsible to ensure all Winston County Schools procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
- The following criteria will be used in awarding contracts as a result of bids/proposals.
 - Price
 - Conformity to Bid Requirements (Ex.: quality, delivery, service, etc.)
 - If two bids are equal, consideration will be given to the vendor which was last awarded a bid from Winston County Schools

In awarding a competitive negotiation (RFP), a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract.

- The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to Winston County Schools, price, and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
- The CNP Director is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
- The CNP Director reviews the procurement system to ensure compliance with applicable laws.
- The CNP Director is responsible for documentation that the actual product specified is received.
- Any time an accepted item is not available, the CNP Director will select the acceptable alternate. The contractor must inform the CNP Director within five (5) days when a product is not available. In the event a non-domestic agricultural product is to be provided to Winston County Schools, the contractor must obtain, in advance, the written approval of the product. The CNP Director must comply with the Buy American Provision.
- Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the CNP Director.
- The CNP Director is responsible for maintaining all procurement documentation.

SECTION VI - NON-COMPETITIVE NEGOTIATION

If items are available **only** from a single source *when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation*, **NON-COMPETITIVE NEGOTIATION** may be used only when one or more of the following circumstances apply:

There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
After solicitation of a number of sources, competition is determined inadequate.

According to Section 16-13B-2-1 Act 2022-264 is more restrictive than the federal requirements and will not allow the Non-competitive acquisition of goods or services without prior state approval.

The CNP Director is responsible for handling non-competitive negotiations. Responsibilities include, but are not limited to the following:

1. Written Specifications will be prepared and provided to the vendor.
2. The CNP Director will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
3. A record of non-competitive negotiation purchases shall be maintained by the CNP Director. The record of non-competitive purchases shall include, at a minimum, the following:
 - item name
 - dollar amount
 - vendor, and
 - reason for non-competitive procurement
4. The CNP Director will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
 - 1) Winston County Schools agrees that the reviewing official of each transaction will be the CNP Director.
 - 2) Payment will be made to the vendor when the contract has been met and verified and has met the procedures for payment. (if prompt payment is made, discounts, etc. are accepted.)
 - 3) Specifications will be updated as needed.

SECTION VII– EMERGENCY PURCHASING

1. Child Nutrition Program emergency procurement exemption authorized under Act 2022-264, now appearing as Section 16-13B-2.1, *Code of Alabama*, 1975.
 - a. Should emergency procurement be necessary, CNP Director/Coordinator must immediately communicate with their local superintendent.
 - b. The local superintendent will draft a letter to the state superintendent to request the use of emergency procurement.
 - c. The letter must contain a statement setting forth the specific facts regarding the basis of the emergency including:
 - i. documentation from the vendor,
 - ii. enrollment for the district,
 - iii. average cost of the goods for the National School Lunch Program and School Breakfast Program.
 - d. The draft letter will be submitted to the Alabama Department of Education, CNP School Program section for routing to the State Superintendent for approval.
 - e. The state superintendent will make the recommendation to the Dept. of Examiners on behalf of the local schools.
2. Consistent with procurement regulations at 2 CFR 200.318(i), SFAs should retain information, data, and documents, which qualify specific conditions and emergency circumstances resulted in the decision to use the emergency noncompetitive procurement method and the procurement process, itself. Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on exigency or emergency circumstances.
3. The Winston County Board of Education shall maintain documentation in their procurement files. Documentation must include:
 - d. explanation of the rationale for the method of procurement,
 - e. selection of contract type,
 - f. contractor selection or rejection,
 - g. and the basis for the contract price.
2. The Winston County Board of Education shall retain documentation providing information on the food and supplies (e.g., delivery, processing, other) being procured, including the estimated quantity and dollar value of the emergency procurement; and how the emergency procurement was handled, i.e., obtained through negotiation, phone, email, etc.
3. Any approval to purchase goods or services under this section shall be limited to 60 days, during which time a contractual agreement for such purchases shall be entered into in compliance with the competitive bid laws as required by the local district, state agency, and federal regulations and policies.

SECTION VIII – GENERAL GUIDELINES FOR BIDDERS

1. All bids are to be sealed. Envelopes containing bids shall be marked on the outside. All bids shall be mailed or hand-delivered in accordance with the foregoing instructions. The Winston County Board of Education, at its sole discretion, reserves the right to consider any Bids that are improperly labeled (in accordance with this provision) deficient. Any such bids may be declared non-responsive and shall not be considered.
2. All bid quotations shall include delivery under the conditions specified. Bidder may be responsible for removal of existing equipment, disposal of said equipment, installation of all new equipment, and final connections.
3. Bids shall be opened in accordance with the foregoing instructions. It is the Bidder's responsibility to ensure bids are received not later than (*specified time and date*). Bids received after this time shall be declared non-responsive.
4. Each bid shall be submitted on the Bid Proposal Form furnished by the Winston County Board of Education. Bids submitted in any other form, format, or on any other medium may not be considered.
5. By submitting a bid(s) pursuant to this Invitation to Bid, Bidders agree to and accept the terms and conditions specified herein.
6. The omission of explicit reference or enumeration from this document to rights otherwise accorded to the Winston County Board of Education in accordance with Federal Law, the Alabama Competitive Bid or other Laws, or Local laws/ordinances, is not intended to affect and shall not be construed to affect a waiver of said rights by the Winston County Board of Education.
7. All bids submitted must be valid for a minimum period of 60 days after the bid opening date.doc
8. Unit Cost prices are not to exceed two decimal places unless specified. Milk bids could be up to four decimal places.
9. It is the intent of Winston County Schools to award the bid as a total package bid award; however, the Board reserves the right to award the bid in any manner that will best serve the needs of Winston County Schools.
10. Any requests for substitutions to the items listed in this Invitation to Bid must be received and approved by the CNP Director on a bid-by-bid basis. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. A copy of any approved substitutions may be sent to all vendors in an amendment.
11. All prices submitted in this proposal are to be delivered prices and shall not include any state or local taxes. Winston County Schools is not liable for Federal Excise or State Sales Tax.
12. Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to the destinations provided.
14. A schedule of delivery and installation will be developed with the successful bidder that will meet the requirements of the school Child Nutrition Program.

15. The successful bidder will be responsible for any damage to the buildings and grounds that are a direct result of the carelessness/negligence of the delivery person.

16. Bid Evaluation. The Winston County Board of Education shall evaluate this bid based on specified criteria herein in accordance with the Alabama Competitive Bid Law. The resultant contract shall be awarded to the Lowest Responsible Bidder for all items as specified herein, taking into consideration, among other factors, historical performance commensurate with services requested herein, conformity with specifications set forth herein, and the terms and conditions of delivery of service(s). The right is reserved by the Winston County Board of Education to award the bid on a categorical or item-by-item.

17. Winston County Schools may **not award on the basis of low bid only**. Quality, conformity with specifications, the 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.

18. All inquiries regarding this Invitation to Bid shall be directed to the CNP director through e-mail or phone to: Bart Shannon, CNP Director, Winston County Schools , bshannon@wscsclass.com or (205) 489-5018 (office), 205-272-0184 (cell).

19. Effective Date. The Effective Date of any contract(s) resultant from this Invitation shall be the day immediately following the date upon which the Winston County Board of Education, or its controlling entity, approves the award of this bid.

20. Initial Contract Term and Expiration. The Initial Contract Term shall continue in effect from the Effective Date for a One-year period and shall expire on the last day of the Contract Term unless the Winston County Board of Education and the successful bidder mutually agree to exercise the Contract Extension Option(s) stipulated in Provision 13 below.

21. Contract Extension Option. Upon mutual agreement, the Parties may elect to extend the Initial Contract Term stipulated in Provision 12 for a period of up to 3 years, in one-year increments. Such extension(s) shall be contingent on the successful Bidder's consent to honor its original bid prices pursuant to all terms, conditions, and stipulations specified herein. Contract Extension(s) shall be subject to Winston County Board of Education approval prior to the Contract Term's Expiration Date.

22. Contract Termination. The Winston County Board of Education reserves the right to terminate the contract award for non-performance or a material breach of stipulated terms and conditions set forth in this Invitation to Bid. In the event a contract is terminated for non-performance, the Winston County Board of Education reserves the right to award this bid to the next Lowest Responsible Bidder pursuant in accordance with Alabama Code Section 16-13B-1 et. seq (Alabama Competitive Bid Law). Procedures for termination of contracts. **1. Verification.** Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached. GPPB Resolution No. 018-2004 dated December 22, 2004, Annex "A" Page 4 of 6 Annex "A" **2. Notice to Terminate.** Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate contracts only by a written notice to the Supplier/Contractor conveying the termination of the contract. The notice shall state: a) that the contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same; b) the extent of termination, whether in whole or in part; c) an instruction

to the Supplier/Contractor/Consultant to show cause as to why the contract should not be terminated; and d) special instructions of the Procuring Entity, if any. The Notice to Terminate shall be accompanied by a copy of the Verified Report. **3. Show Cause.** Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier/Contractor/Consultant shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Supplier/Contractor/Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract.

23. Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535). Alabama laws require that, as a condition for the award of a contract by a school Winston County Board of Education 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 MAY be included with the bid or at a time determined and requested by the Purchasing Department to facilitate approval by the Winston County Board of Education. Bidders who do not believe these requirements are applicable to their entity should 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 website 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.

24. Electronic Communication Disclaimer. The Winston County Board of Education makes no warranties of any kind, whether expressed or implied, that a bidder's electronic mail (Email) shall not be intercepted by the Winston County Board of Education's network firewall, which is utilized to ensure network security. Bidder assumes all risks of communication relying solely on its E-mail or facsimile. The Winston County Board of Education shall not be responsible for any damages suffered due to loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by the Bidder's own negligence, user errors, or omissions.

25. Act No. 2012-491. Act No. 2012-491. Requires Winston County Board of Educations to include the following clause in all contracts or agreements: "By signing this contract, the contracting Parties affirm, for the duration of the agreement, that they shall 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."

26. Bid Amendment. The Winston County Board of Education reserves the right to issue a Bid Amendment necessary to clarify, modify, or support the information in this Invitation to Bid as stipulated herein. Said Bid Amendment shall be considered part of this Invitation to Bid as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of modified or revised information differ from those of the original bid documents, the Bid Amendment shall govern and take precedence. An issuance of a Bid Amendment to this Invitation to Bid shall be communicated to Bidders by sending which vendor invited to bid, as well as the effective posting of said Bid Amendment to the Board's website: www.winfield.k12.al.us. No other changes or revisions, regardless of source, shall be valid or binding.

27. Bid Addendum. The Winston County Board of Education reserves the right to issue a Bid Addendum necessary to clarify, modify, or support the information in this Invitation to Bid as stipulated herein. Said Bid Addendum shall be considered part of this Invitation to Bid as though it had been issued at the same time and

shall be incorporated integrally therewith. Where provisions of the supplementary information differ from those of the original bid documents, the Bid Addendum shall govern and take precedence. An issuance of a Bid Addendum to this Invitation to Bid, shall be communicated to Bidders by sending each vendor invited to bid, as well as the effective posting of said Bid Addendum to the Board's website: www.winstonk12.org. No other changes or revisions, regardless of source, shall be valid or binding.

28. Tax Exempt Status. Winston County Board of Education is exempted from the payment of Alabama Sales and Use Tax as accorded by Section 40-23- 4(11), Code of Alabama 1975 as amended, and as further clarified in Alabama Department of Revenue Regulation 810-6-3-.47.03.

29. Governing Law and Venue. This solicitation shall be governed by and construed in accordance with the laws of the State of Alabama. Bidder agrees and consents to the exclusive jurisdiction of the courts in the State of Alabama for all purposes regarding this solicitation, and further agrees and consents that the venue of any action hereunder shall be exclusively in Winfield City, Alabama.

30. Alternate Bids. This Invitation is not an advertisement for "Alternate Bids". All bids that contain "Alternate Bids" shall be a basis for disqualification. The Winston County Board of Education shall discard an "Alternative Bid" pursuant to this Invitation.

31. Bid Publication. In accordance with the Alabama Competitive Bid Law, this Invitation is posted on the bulletin board of the Winston County Board of Education. Additionally, this Invitation is posted on the Winston County Board of Education's website: www.winfield.k12.al.us.

32. Non-responsive Bid. The Bidder shall submit its bid proposal strictly in accordance with the requirements and specifications stipulated on the proposed Bid Form as provided herein. The Winston County Board of Education reserves the right to declare any bid that fails to comply with this provision, a "Non-responsive Bid".

33. Non-responsible Bid. The Winston County Board of Education reserves the right to declare any bid a "Non-responsible Bid" if it determines, in its sole discretion, that the bid demonstrates the bidder is unable or does not have the capability or capacity to perform the services specified herein.

34. Bid Cancellation. The Winston County Board of Education reserves the right not to award or to otherwise cancel this Invitation to Bid at any time prior to its stipulated "Public Reading Time/Date".

35. Signature Authorization. A duly authorized officer or designee shall sign with the firm's legal name on the bid form. Obligations assumed by said signature shall be fulfilled in accordance with the specifications, terms, and conditions as prescribed herein.

36. Invoice Payment Term. Net 30 (Payment 30 days after invoice date).

37. Bid Formalities. As time is of the essence, the Winston County Board of Education reserves the right to reject any or all responses, bids, and offers, and to waive, at its discretion, any informalities or irregularities involving the bid process or evaluation in order to expedite administrative processes, accommodate minor error, or respond to unforeseen circumstances. However, the following formalities listed below shall not be waived:

37.1 Bids received after the specified bid submission date and time indicated on the bid document AND Bids postmarked prior to bid opening time, but not received, shall not be considered.

37.2 Bids received but have not been signed by an authorized signatory, shall be deemed

Non-responsive.

37.3 Bids submitted without a corresponding Bid Bond, if required, shall be deemed Non-responsive.

38. Bid Inquiries Deadline. All inquiries regarding the technical specifications outlined herein shall be emailed to the Child Nutrition Program director not later than the specified date given.
39. Summary of Bid Inquiries and Responses. The Winston County Board of Education shall retain a Comprehensive Response of Compliant Bid Inquiries and will be mailed upon request.
40. Collusive Agreements (AL Code § 16-13B-5)
1. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidder's void and shall cause such bidders to be disqualified from submitting further bids to the awarding authority on future purchases.
 2. Whoever knowingly participates in a collusive agreement in violation of this section involving a bid or bids of fifteen thousand dollars (\$15,000) and under shall be guilty of a Class A misdemeanor and, upon conviction, shall be punished as prescribed by law.
 3. Whoever knowingly and intentionally participates in a collusive agreement in violation of this section involving a bid or bids of over fifteen thousand dollars (\$15,000) shall be guilty of a Class C felony, and upon conviction shall be punished as prescribed by law.
41. Delivery of Goods. Bidder shall ensure the delivery of all goods specified herein within 5 days of the receipt of order.
42. Procurement Levels. The Winston County Board of Education makes no representation of warranty, either implied or expressed, regarding future or minimum procurement levels.
43. Termination of Non-appropriation of Funds. Notwithstanding any other provision or stipulation of this Invitation to Bid and resultant Contract, the Winston County Board of Education shall not be obligated for the successful Bidders and subsequent Contractor's performance hereunder unless and until Funds for this Contract are appropriated for each future fiscal year. If Funds are not appropriated for Contracted good and/or services prescribed herein, then said Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The Winston County Board of Education shall notify the successful bidder in writing of any such non-appropriation of funds.
44. Price Escalation/De-escalation. All price increases/decreases shall be based on new published manufacturer's selling price for the goods specified herein.
45. Required Federal Provisions for Procurement in Child Nutrition Program. Bidder shall review and submit bid proposal based on applicable provisions stipulated in the attachment A (Required Federal Provisions for Procurement in Child Nutrition Program), and said attachment is hereby incorporated by reference into the Terms and Conditions stipulated in this Invitation to Bid.

**Required Federal Provisions for Procurement in Child Nutrition Program
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Title 2: Grants and Agreements PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F—Audit Requirements attachment II to Part 200

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 \$250,000, 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 affected 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 sub-recipient 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 that 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 sub-recipient 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 sub-recipient 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 sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement.

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(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 (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.

(See reference page below)

Documentation of Non-Domestic Products:

Vendor Name: _____

Domestic Agricultural Product: _____

Storage Area for Product: (Circle all that Apply) Dry Cooler/refrigerator
Freeze

Country of Origin of Non-domestic substitution: _____

Select Reason for Exception: (Choose One)

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.

Date range for the substitution:

Beginning Date:

Ending Date:

Supporting Documentation Provided: (Attach as needed)

A. Documentation that the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality

B. 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: _____

Cost reimbursable contracts—

**Please note that cost reimbursement contracts are unallowable with CNP Federal funds*

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; Winston County Schools defines “local” as a 300-mile radius from the Board of Education Central Office location 25101 Highway 195, Double Springs, AL 35553.

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

Attachment #1- Sample Required Federal Provisions for Procurement in CNP Programs

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

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

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

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section

6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM

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

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

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

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

(g) See Board Policy for Code of Conduct.

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

(h) Buy American—

(1) Definition of domestic commodity or product. In this paragraph, 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.

(i) 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.

Attachment #2- Sample Delivery Address/Points of Contacts

Winston County Schools Delivery Address, Points of Contacts and Billing Instructions

School Delivery Address:

Contact:

Telephone:

Email:

Fax:

Billing Address:

Special Delivery Instructions:

Notes:

Attachment #3- Bid Specifications/Proposal Form

Bid Specification/Proposal Form

Return Bid along with the completed US Department of Agriculture form (AD- 1048) and other enclosed forms to:

*Bart Shannon, Child Nutrition Director
Winston County Schools
25101 Highway 195
Double Springs, Alabama 35553
By 9:00AM, CDT, on Thursday, January 18, 202V*

In compliance with your invitation to bid on the _____, the undersigned proposal to furnish Winston County Schools in compliance with the terms and conditions listed in the Instructions to Bidders, The price set forth is the net school cost delivered.

Winston County Schools reserves the right to award the bid either line item or firm bottom line.

*Bid Item: _____
Manufacturer: _____ (or pre-approved equal)
Model #: _____ (or pre-approved equal)
Quantity: _____*

Include Bid Specs Here:

Special Delivery Instructions:

Bid Proposal Form

The undersigned certifies signature authority is duly vested by the business entity (Bidder) and the information provided herein is correct to the best of his/her knowledge.

Submitted by:

_____ Signature	_____ Date	_____ Official Title
_____ Legibly print full legal name (individual)	_____ Business Entity's Legal Name	
_____ Federal ID No. or SS# (Sole Proprietor)	_____ Business Entity's Trade Name (DBA)	

Contact Information:

Street Address (Physical Address)

P.O. Box

City/State/Zip Code

City/State/Zip Code

(____) _____ Ext. _____
Business Telephone

(____) _____
Alternate Telephone

E-mail Address

Business Entity's Web Address

Total Bid Amount: _____

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

Notary Public

ALABAMA STATE LICENSE NO. _____

“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.”

Attachment #4- Sample Vendor Certification

VENDOR CERTIFICATION

In compliance with your invitation to bid on the items listed in this bid document, the undersigned proposes to furnish Winston County Schools (**Specific Equipment named**) in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Bart Shannon, CNP Director
Winston County Schools
PO Box 9
Double Springs, AL 35553

Bids will be opened **(Date and Time), at Winston County Board of Education.** The Winston County Schools Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. The entire bid will be awarded to one vendor.

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined 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 copy of completed bid for their company's records.

Attachment #5- Owner Disclosure Certificate

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.

I certify that the Company has been conducting food service equipment business successfully for a minimum of (5) five years.

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 ☐ Corporation
☐ Non-profit business ☐ Partnership

The Bidder is a Qualified Disadvantaged¹ company:

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

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

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

Attachment #6- Sample Non-Collusive Bidding Certification

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/TYPE NAME
OF AUTHORIZED PERSON: _____ **TITLE:** _____

SIGNATURE: _____
(Officer of the Company)

Attachment #7- Sample Reference Form

Reference Form

- References should be from current clients or retired clients within the past two years.

1. Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Contact Person Title: _____
2. Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Contact Person Title: _____
3. Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Contact Person Title: _____

Attachment #8- Sample Certification of Compliance with Specifications

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that

- He/she is legally authorized to bind the company hereby represented
- The company being represented is and has been authorized to do business in the area of food service equipment for a minimum of the past (5) five years
- The company is licensed to do business in Alabama
- The company is registered to with the Secretary of State
- Certify that he/she has examined and fully comprehends the requirements of and specifications for FOOD SERVICE EQUIPMENT FOR THE Winston County Schools CHILD NUTRITION PROGRAM.

We propose to provide **FOOD SERVICE EQUIPMENT** and guarantee that if the contract is awarded to us, we will provide **FOOD SERVICE EQUIPMENT** in accordance with your requirements and specifications.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE: _____

DATE: _____

PRINT/TYPE NAME OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____

(Officer of the Company)

Attachment #9- Certification Regarding Drug Free Workplace Requirements

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)

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.

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	

U.S. DEPARTMENT OF AGRICULTURE Form AD-1048

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (1) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

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

Signature(s)

Date

Form AD-1048 (1/92)

Instructions for Certification

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

Attachment #11- Sample 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]."¹ 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 Winston County Board of Education active vendor file. If you have any questions, please contact me at 205-486-9231 ext. 6.

¹ 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")

² A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration.

This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §31-13-3(3).

Attachment #12- Sample Affidavit of Alabama Immigration Compliance

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

OR

PART I – (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

I certify in my capacity as _____ (your position) for _____ (name of contractor or grantee), that Contractor or Grantee DOES NOT employ one or more employees in the State of Alabama: County of _____

PART II- (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

State of Alabama: County of _____

Before me, a notary public, personally appeared _____ (print name) who is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, the Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I further attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confining such program enrollment.

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant,

Sworn to and subscribed before me this _____ day of _____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public,

TO BE RETURNED TO THE WINSTON COUNTY BOARD OF EDUCATION