

RFQ#CNP2018-01, Fresh Produce for the Child Nutrition Program

DATE: April 25, 2018

## INSTRUCTIONS FOR QUOTATIONS

Anniston City Board of Education will receive sealed quotations for **CNP Fresh Produce**, hereinafter described and specified in Exhibit A.

All proposals must be in sealed envelopes and shall be in the hands of Jimmy Thompson, Chief School Finance Officer, no later than **May 10, 2018**. The quotation opening will be held at **10:00 a.m.** in the Central Office located at 4804 McClellan Blvd, Anniston, Alabama.

Sealed quotations may be **mailed** to Anniston City Board of Education, ATTN: Ashley Alexander, P.O. Box 1500, Anniston, AL 36206 or **delivered** to the Anniston City Board of Education Central Office located at 4804 McClellan Blvd, Anniston, AL 36206.

**Proposals for furnishing the food items shall be filled out where called for in the blank spaces on the quotation sheet proposal forms. The original signature shall be in longhand and shall be the legal name of the vendor, or the person authorized to sign. The completed form should be without interlineations, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.**

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

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

All quotations shall remain in force for a period of **ONE YEAR** with the option of an additional year unless otherwise specified on the proposal form and may be rejected by Anniston City BOE at any time prior to the expiration of this period (See Special Conditions). The Anniston City BOE reserves the right to reject any/or all quotations as may be deemed best for their interest, and reserves the right to award the contract or contracts to other than the low quotes if in the interest of the ultimate economy and standardization to do so.

All quotations received shall guarantee items quotation to meet or exceed specifications listed. If quoting other than specified, pictures, description and specifications shall accompany all quotations. Quotations shall specify brand and package size quoted.

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

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

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

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

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

All quotations are to submit quotations on quotation sheet proposal forms furnished by the Anniston City Board of Education, which are enclosed. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.

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

Questions regarding the technical aspects of the quotation should be directed to:

Ashley Alexander  
Anniston City Board of Education  
(256) 231-5000 ext 106

Questions regarding the formalities of the quotation process should be directed to:

Jimmy Thompson  
Anniston City Board of Education  
(256) 231-5000

***COMPANIES SUBMITTING QUOTATIONS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.***

**I. GENERAL INFORMATION**

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Anniston City Board of Education's "QUOTATION SHEET" form, and shall govern the selections of the items listed.
- B. All quotations shall be returned on the form provided by the Anniston City Board of Education Purchasing Department.
- C. All quotation forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the quotation request. Two (2) non-responsive quotation requests will result in a vendor being removed from Anniston City Board of Education's vendor list.
- D. Firm prices shall be quoted and include all packing, handling, shipping charges and delivery to the destination shown.
- E. In the event of extension error(s), the unit price will prevail and the vendor's total offer will be corrected accordingly. In the event of addition error(s), the vendor's total will be corrected accordingly. Quotation(s) must check their proposals for any such errors and state the discount(s) in the proposal where applicable. Failure to do so will be at the vendor's risk.
- F. The F.O.B. point shall be to Anniston City Schools. Each carton or package for each purchase order is to have the following information: Name of school, c/o Anniston City Schools, purchase order number and serial number.
- G. The Anniston City Board of Education may not award on the basis of low quotation only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible vendor.
- H. In the event the low vendor(s) refuses to accept the entire requirements without deviation, their quotation will then be considered non-responsive and their quotation bond/check will be forfeited to the Anniston City Board of Education. After refusal by the first vendor, the quotation may be awarded to the next lowest vendor.
- I. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the quote of any seller and/or manufacturer, but is solely for the purpose of indication the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- J. Vendors shall quote on all items within the specified group/category. It is the intent of the Anniston City Board of Education to award the quotation by groupings/categories or as a total package quotation award, however, the Board reserves the right to award the quotation in any manner, which will best serve the interest of the Anniston City Board of Education.
- L. The Anniston City Board of Education is tax exempt from all tax (Tax I.D. -63-6000733). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.

- M. Quotations delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The quotation name, number and quotation opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the quotation to be inadvertently opened and thus rejected.
- N. The Anniston City Board of Education believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

**II. METHOD OF AWARD**

- A. The Anniston City Board of Education reserves the right to accept the lowest quotation on all items combined from one vendor or any feasible combination of quotations by items from different companies that result in the low quotation.
- B. The award will be made to the lowest responsive and responsible vendor or quotation(s) meeting requirements and specifications. The awarded vendor will be responsible for furnishing all product requirements, requested on the quotation, to the individual schools and other various locations within Anniston City.
- C. In the event the low vendor refuses to accept the entire requirements in a category without deviation, his quotation may then be considered non-responsive.
- D. A refusal by the first low vendor may result in the quotations being awarded to the next low vendor meeting requirements and specifications.
- E. The Anniston City Board of Education reserves the right to accept or reject any or all quotations.
- F. The award will be made in accordance with Code of Alabama 1975 Section 41-16-50.
- G. The decision of the Anniston City Board of Education will be final.
- H. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in I. General Information, Paragraph D, which will best serve the interest of the Anniston City Board of Education.

**III. CONTRACT PERIOD**

The contract period shall be from June 1, 2018 through May 31, 2019.

**IV. PRICING**

- A. Prices are to be quoted by the "Unit" indicated on the face of the "Quotation Sheet" form.
- B. Prices are not to exceed two (2) decimal places.
- C. The vendor offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item, in the quantity as stated on the quotation; delivered to the various locations, in amounts ordered.
- D. Anniston City Board of Education reserves the privilege to re-quote or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.

**V. QUANTITY**

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

**VI. BACK ORDERS**

- A. Items temporarily out of stock shall be a minimum. When this occurs, the designated representative may determine the method used to obtain such items. Alternative procurement methods will only be utilized for temporary shortages.
- B. If items are out of stock, the designated representative will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

**VII. CANCELLATION**

No item in the quotation is to be cancelled without the prior consent of the Anniston City Board of Education.

**VIII. DEFAULT**

- A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the Anniston City Board of Education, without the consent of said Anniston City Board of Education, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the Anniston City Board of Education's vendor list, for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the Anniston City Board of Education shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases of the Anniston City Board of Education.

**IX. SPECIAL REQUIREMENTS**

- A. Anniston City Board of Education reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- B. Anniston City Board of Education reserves the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if continuation of the contract or category is determined to be inconsistent with the best interests of Anniston City Board of Education.
- C. IF APPLICABLE: All proposals shall include Anniston City Business License number or other applicable Alabama county license number and all required State of Alabama license numbers.

- D. Quotation(s) may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following reasons:
- a. Failure to use the quotation forms furnished by the Anniston City Board of Education.
  - b. Lack of signature by an authorized representative on the quotation form.
  - c. Failure to properly complete the quotation form.
  - d. Lack of vendor compliance.
  - e. Evidence of collusion among quotation(s)
  - f. Unauthorized alteration of the quotation form.
- E. Where both Instructions For Quotations (ITQ) and Specifications relate to the same thing, the Specifications will prevail; that is, the specific language will take precedence over the more general wording, however, where both the ITB and Specifications may be given reasonable effect, both are to be retained.
- F. The Anniston City Board of Education assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

## Proposal Check List

The following is a checklist of requirements developed by the Anniston City Board Of Education that may assist in the preparation of your proposal. This list is not all-inclusive and is made available for your convenience. The Instructions For Quotation(s) and Addenda (if issued) specify all proposal requirements and should be read thoroughly to ensure that all quotation requirements are met. The following list identifies some common reasons why quotations are rejected and considered non-responsive:

- Quotation opening date and time (late submission)
- Original signatures and date on proposal required (copies submitted)
- Proposal should be without: interlineations, alteration or erasure (do not use white out, do not line through and initial, do not change figures on pricing sheet, etc. Pricing sheet should be without corrections.) \*\*\*
- Quotation Bond/Certified Check requirements (in bold print on 2<sup>nd</sup> page) \*\*\*
- Product specifications do not meet requirements
- Incomplete quotations \*\*\*
- Quotations not identified on UPS, Federal Express, etc. packages, thus inadvertently opened \*\*\*
- Copies of licenses not submitted when required along with license number written on quotation sheet \*\*\*
- Failure to use quotation forms supplied with quotation packet
- Failure to fill out quotation form correctly
- Late substitution requests (see X. Manufacturer's Name and Substitutions) \*\*\*

Note: \*\*\* - Most common reasons why quotations are rejected.

Please read the Instructions for Quotations for specific requirements as they can change from quotation to quotation. The goal of the Anniston City Board of Education is to provide for fair and open competition. Following the Instructions for Quotations will ensure that all proposals are considered.

Thank you.

Ashley Alexander  
Coordinator of Child Nutrition  
Anniston City Schools

## SPECIAL CONDITIONS

**SCOPE:** The purpose and intent of this invitation for quotation is to secure firm prices and establish a term contract for the purchase of FRESH PRODUCE for the Anniston City School System.

**DELIVERY:** Successful vendor shall have items available for delivery as scheduled by the Anniston City Board of Education. Delivery shall be provided twice weekly, or more often as needed. All products will be delivered directly to each school kitchen. All foods shall be delivered in a clean, refrigerated vehicle. Deliveries will be accepted between 6:30 a.m. and 1:30 p.m. The first delivery shall be on August 16, 2012.

**ORDERING PROCESS:** The successful vendor shall accept orders on a regular basis by a computer ordering system. Vendor may not require orders to be placed more than 72 hours in advance, without approval of CNP Supervisor.

**PRODUCT QUALITY:** All foods shall be of the highest quality upon delivery, and maintain a high level of quality for the period of time appropriate for that particular food, when stored as directed. Acceptability of product shall be determined at the time of delivery by the cafeteria manager or his/her designee. Any food deemed unacceptable shall be returned for full credit, and replaced within 24 hours, or as otherwise required by the cafeteria manager.

**PRODUCT AVAILABILITY:** Successful vendor shall be required to provide all items on the food specification list as ordered. Any vendor failing to quote any item may be declared unresponsive.

**EMERGENCY CALLS:** Successful vendor shall respond to emergency calls twenty-four hours of the original time of the call.

**SUPPORT:** Successful vendor shall provide an Account Representative to provide individual school staff training and support to the School system as a whole on a regular basis. The representative shall satisfy the following functions: 1) visits as needed to assist managers in problem resolution, and 2) provide annual in-service training as requested.

**CERTIFICATION:** N.S.F. and/or HACCP certification is preferred. If certified, provide proof of certification with the quotation. In the event of a tie quotation, the vendor with HACCP certification may be named the successful vendor.

**ESCALATION CLAUSE:** All prices provided shall remain firm for the quotation period, unless some unpredictable, natural event results in an increase in market price. Any price change must be requested in advance, in writing to:

Ashley Alexander  
Child Nutrition Program Coordinator  
4804 McClellan Blvd  
Anniston, AL 35758  
(256) 464-8370

The most current Fruit and Vegetable Federal-State Market News Service, USDA, shall be used to verify all requests. The Anniston City Board of Education Child Nutrition Program Coordinator shall determine if a request for a price change is approved. Should the Fruit and Vegetable Federal-State Market News Service indicate that prices have declined to a level comparable to prices prior to the Request for Increase, the vendor shall return that item to the original quotation price.

**QUOTATION PERIOD:** This quotation shall remain in effect for the period June 1, 2018 – May 31, 2019.



# Certification of Pricing Sheet

VENDOR NAME: \_\_\_\_\_

VENDOR MAILING ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

BUSINESS LICENSE NO.: \_\_\_\_\_

IF NO QUOTATION, STATE REASON: \_\_\_\_\_

\_\_\_\_\_

## POSTING OF QUOTATION TABULATIONS:

Quotation tabulations with recommended awards will be available for review by interested parties at the locations where quotations were opened. Failure to file a protest within 72 hours after quotation opening shall constitute a waiver of proceedings. All quotation(s) are encouraged to attend the quotation opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Quotation award may be held for NINETY (90) days pending evaluation.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this quotation and certify that I am authorized to sign this quotation for the vendor and that the vendor is in compliance with all requirements of the invitation to Quotation, including but not limited to certification requirements in submitting quotation to an agency for the State of Alabama. The vendor offers and agrees that if the quotation is accepted, the vendor will convey, sell, assign or transfer to the State of Alabama all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Alabama for price fixing relating to the particular commodities or services purchased or acquired by the State of Alabama. At the State's discretion such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**\*\*PLEASE RETURN THIS SHEET WITH PRICING SHEET\*\***

U.S. DEPARTMENT OF AGRICULTURE

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**Certification Regarding Suspension, and Other  
Responsibility Matters – Primary Covered Transactions**

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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Organization Name  
PR/Award Number or Project Name

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

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Signature(s)  
Date

### **Instructions for Certification**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side 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 or agency determined to enter into this 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 or default.
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," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which 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 determines 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.

## **Immigration Law Requirements For E-Verify**

Documents showing you have completed the documents on line as required by the Alabama State Department of Education must be included with your Request For Quotation.

Alabama laws (see Title 31, Chapter 13 of the Code of Alabama 1975) require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide an affidavit and 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. An Affidavit of Alabama Immigration Law Compliance and the signature page from the contractor's E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.usics.gov/everify](http://www.usics.gov/everify). The Alabama department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

**CIVIL RIGHTS PROVISIONS:** The successful bidder providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964.

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

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

**DRUG FREE WORKPLACE ACT:** Successful bidder must comply with all terms and conditions of the Drug Free Workplace Act, S.C. Code ANN.44-107-10 et.seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

**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.

**CONTRACT WORK HOURS AND SAFETY STANDARDS:** 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.

**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.

**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.

**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.

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.

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

(d) Buy American—

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

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

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

(2) Requirement.

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

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

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

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

(f) Cost reimbursable contracts—

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

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

(ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

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

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

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

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

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

(g) Geographic preference.

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

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

**EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with Executive Order 11246, Entitled "Equal Employment Opportunity" as amended by Labor regulations (41 CFR Part 60).

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."

**COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify the Jana Bryant, Child Nutrition Program Director, in writing so as to be received ten (10) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

**RETENTION OF RECORDS:** Successful bidder agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained under said matter is closed.

**PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS:** Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things, of value as an inducement or extended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon convictions such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB):** Oxford City Schools will provide maximum practicable opportunities in its solicitations to minority firms, women's enterprises and labor surplus area firms.

**JESSICA LUNSFORD ACT:** All vendors and vendor employees must comply with 2013 Code of Alabama Title 15 – Criminal Procedure, Chapter 20A – Alabama Sex Offender Registration and Community Notification Act