**CONTRACT SECTION I - REQUEST FOR BID**

Henry County Board Education

300 Trawick Street

P.O. Box 635

Abbeville, Alabama 36310

Items: Bread and Bakery Products

Type of Contract: ANNUAL BOTTOM-LINE

Period: **August 1, 2025 to July 31, 2028**

Proposal Opening: **10:00 a.m. on Tuesday, June 17, 2025**

Mail Proposals To: Hand deliver or mail to:

 Henry County Board of Education/Child Nutrition Program

 ATTN: Alaina Sowell

 P.O. Box 635

 300 Trawick Street

 Abbeville, Al 36310

ENVELOPE SHOULD BE PLAINLY MARKED “CNP Bread Bid 2025-2028” with date and time of opening

Conditions: In strict accord with Sections I through VI.

Contact: If you have any questions concerning this Request for Bid,

 please contact:

 Alaina Sowell, CNP Director

 Henry County Board of Education

 300 Trawick Street

 Abbeville, AL 36310

 334-585-2206, ext. 1224

 asowell@henrycountyboe.org

**CONTRACT SECTION I**

Date Bid Issued: **June 3, 2025**

Date Submitted:

Name of Firm Submitting Bid:

Mailing Address:

Telephone:

Our bottom-line bid for products included in Section VII is as follows:

Amount $

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 contract Sections II and III.

Signature

Print or Type Name

Title

Telephone

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alabama Business License #

**SECTION II**

2.0 GENERAL INSTRUCTIONS

2.1 General Conditions:

The bid shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special condition shall take precedence.

2.2 Bidder Responsibility:

 It shall be incumbent upon each bidder to understand the provisions of this bid document and, when necessary, obtain clarifications prior to the time and date set for the bid opening. Failure to obtain a clarification will be no excuse or justification for noncompliance with the provisions set forth herein.

2.3 Clarification:

If a clarification is required the request shall be made in writing, to the **Henry County Board of Education** not later than seven (7) working days prior to the time and date set for the bid opening. The **Child Nutrition Program Director or Superintendent** will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

2.4 Brand Identification:

 Brand identification is not applicable to this bid. Bidders must bid on the specific products cited in this Bid Document.

2.5 Liability:

 Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by **Henry County Board of Education** or as a result of violations of the contract terms by any contractor.

2.6 Error in Bid:

 In case of an error in the price extensions the unit price will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. The **Henry County Board of Education** does reserve the right to correct mathematical errors which cause an incorrect extension.

 The right to correct mathematical error shall be limited to correcting an extension error brought about when multiplying the unit cost by the usage. Unit cost shall be defined for the purposes of this document, to mean the delivered cost of a specific bid unit and is to include any applicable freight cost and any other associated costs.

2.7 Submission of Bid:

 Bids shall be submitted in compliance with the following criteria:

1. Bids must be submitted signed and sealed to the location specified. ENVELOPE SHOULD BE PLAINLY MARKED **“CNP BREAD BID 2025-2028, June 17, 2025 – 10:00 A.M.”** on the face of the envelope in the lower left corner. The name and return address of the bidding company should also be appropriately shown on the face of the envelope.
2. Bids delivered in Federal Express, UPS, or any other such deliverer’s envelope shall be sealed in a separate envelope inside the deliverer’s packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. **Bids sent via regular or express mail must be sent to the Henry County Child Nutrition Program, ATTN: Alaina Sowell, P.O. Box 635, Abbeville, Al 36310.**
3. Fax bids will not be accepted.
4. Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. **Signed bid form must be original signature.**
5. The bid contract must be used without alterations.
6. Contract Section I, Request for Bid (Pages 1 and 2), Debarment Certification Form Section IV (Page 12), Affidavit of Alabama Immigration Law Compliance and signature page from the contractor’s E-Verify Memorandum of Understanding (Page 14), and Section VII (Page 16) shall be in a sealed envelope, along with the bid bond. Bid documents shall be placed in the envelope as set forth above. It shall not be necessary that any other sections of this document be returned with the bid.

2.08 Bid Acceptance:

**Henry County Board of Education** reserves the right to reject any or all bids, to waive any informality and unless otherwise specified by the bidder, to accept any item on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that **Henry County Board of Education** has sixty (60) days to accept.

2.09 Award:

1. Contracts will be established between the lowest responsible, responsive bidder and **Henry County Board of Education** except as may otherwise be specified in the Invitation for Bid. Awards will be based on the total or bottom line on all items
2. **Henry County Board of Education** reserves the right to ascertain, subsequent to the bid opening, whether or not a bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the **Henry County Board of Education**, bids submitted by that bidder will be rejected.
3. Delivery Ability:

Bidder must demonstrate or has demonstrated to **Henry County Board of Education** the ability to promptly and efficiently deliver all the items on the bid list.

1. Capacity:
Bidder must demonstrate to **Henry County Board of Education** that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.
2. Reliability:
For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible, if for any reasons other than reasons beyond their control, they have violated any of the requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.
3. Accounting Procedures:

A bidder, to be considered for award, must clearly demonstrate to **Henry County Board of Education** the capability to provide accurate, reliable and timely invoices, statements, and credits. They must demonstrate the ability and capability to provide any and all data.

1. Facilities and Equipment:

Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. **Henry County Board of Education** reserves the right to pre-qualify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.

1. Delivery Equipment:

Bidders must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient day to day delivery schedule to participating entities within the bidder’s region of responsibility. **Henry County Board of Education** does not presume to dictate the type of trucks or tractor trucks necessary to accomplish an efficient day to day delivery schedule. However, bidders should know that all delivery sites do not provide state-of-the-art unloading and food handling facilities. Some sites in fact, fall far short of that standard. Some sites will not accommodate trailer rigs and in fact are not easily accessible with bob trucks having overall lengths in excess of twenty-seven (27) feet. Bidders having no experience in making deliveries to the sites in the district being bid should visit all sites to see where delivery will have to be made for each school.

1. Review Process:

After bids have been opened and tabulated, the bid evaluation team will check all aspects of the low bidder’s proposal. If the proposal is found to be error free and does, in fact, represent the lowest responsible offering, that bid will then be recommended for approval. If, however, an error is discovered and the error is a mistake in the extension, the correct extension will be applied. Should a corrected extension cause the bid price to be escalated to such an extent that the bid was no longer “low,” then the same evaluation would be applied to the next low bidder’s offering until a true low bid would be selected.

2.10 Taxes:

 Purchases made under provisions of any contract established as a result of this invitation are exempt from federal, state and local taxes unless otherwise noted and bidders should quote prices, which do not include such taxes.

2.11 Gifts, Rebates, Gratuities:

 Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of **Henry County Board of Education** or any other entity purchasing or receiving bread under provision of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate or gratuity. Violations of this provision are punishable under the laws of the State of Alabama.

2.12 Alternate Bids:

 Alternate bids will not be considered unless specifically requested by the provisions of this bid document

2.13 Substitute Distributor:

 The term substitute distributor for purposes of this document shall mean the distributor selected to take over the administration of a contract cancelled by the original contractor. The selection of a substitute contractor may result in awarding the contract to the next low responsible bidder based on the bids received when the original award was made or the selection may be made on the basis of a new competitive bid process. If the latter is the case, a bid from the distributor causing cancellation will not be considered.

2.14 Cancellation:

 This contract shall be in effect for the period of **August 1, 2025 to July 31, 2028** unless cancelled for justifiable cause by **Henry County Board of Education.** If this should be the case, the contract would be offered to the alternate contractor. If the alternate distributor will not accept and a rebid is required, the prime distributor who was cancelled by **Henry County Board of Education** will not be permitted to bid. Further, that distributor, by having the contract cancelled for justifiable cause, may have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period.

 If a distributor cancels a contract, the stipulations applicable to a cancellation imposed by **Henry County Board of Education** will apply.

2.15 Standard Contract Conditions:

1. This contract shall be governed in all aspects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Alabama and the United States.
2. Contractors providing service under this invitation for bids, herewith, assures **the Henry County Board of Education** that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
3. Contractors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Labor regulation (41 CFR Part 60).
4. State Sales Tax Exemption information will be issued upon request.
5. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor’s performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap
6. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The **Henry County Board of Education** its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
7. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
8. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857{h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
9. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
10. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statues if applicable.

2.16 Assignment:

 The contractor shall not assign, sell or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the **Henry County Board of Education.** Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

2.17 Product Requirements:

 1. Product Specifications:

All bread shall be made from wheat flour (unless specified otherwise) enriched according to U. S. Government standards and shall meet the requirements of the State with respect to quality and wholesomeness. Whole grain breads will list whole grain as the first ingredient on the ingredient label or the primary ingredient by weight.

a. Quality – When delivering bread on a weekly basis, contractors are required to
deliver bread which is “strictly fresh”, since the product may be held on premises for seven (7) days. “Strictly fresh” indicates that the bread was baked not longer than twenty-four (24) hours prior to delivery.

b. Variety – Contractor shall advise **Henry County Board of Education** of bread variations which may either improve consumer acceptance, add variety to menus or provide greater value.

c. Nutritional Information – Bidders must submit food product labels and ingredient statements of products. Labels should include fat content, carbohydrate content, and sodium content.

2. Product Protection Guarantees:

 Participating Organizations have “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

3. Import Products:

 The Buy American Provision of the National School Lunch Act requires that we purchase and use only domestic product.

4. Brand “Quoting On”:

 Not applicable to this bid.

5. Units of Purchase:

 The Unit of Purchase is specified on Page 17.

SECTION III

1. SPECIAL CONDITIONS

3.0.1 Purpose:

 The purpose of this Invitation to Bid is to establish a contract or contracts between the **Henry County Board of Education**, and Distributors for bread and bakery products and the distribution of those items. This contract will establish a maximum price that participating schools will pay for any item covered by the contract during the term of that contract.

 The successful distributor(s) will be responsible for purchasing, warehousing and distributing the bread and bakery products. Distributors are obligated to furnish the items covered by the contract at prices that do not exceed the contract price.

3.0.2 Contract Duration

 The duration of these contracts shall be from **August 1, 2025, through July 31, 2028**. The effective date (date of issue) is expected to be July 18, 2022.

3.0.3 Volume:

 The quantities indicated on the bid form are based on previous year’s purchases and are accurate to the best of our ability to gather data. However, bidders must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase an amount in excess of actual requirements.

3.0.4 Restriction:

 No purchase shall be made under the provisions of the contract of items not specifically listed and authorized by the contract except as set forth in The Bid document. Any item(s) not specifically listed on the distributor’s bid may be procured according to **Henry County Board of Education**.

3.0.5 Definitions:

1. Damaged Item:

The term “damaged” for purposes of this document, shall refer to an item that has sustained a damage that would allow spillage from the original container, a loss or disfigurement of a label that would hamper identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

1. Current Label:

Current Label shall refer to a product that can be substantiated as “fresh” by being tied to the code date on the containers.

3.1 SPECIAL CONDITIONS

3.1.1 Alternate Bids:

Alternate bids will not be considered unless specifically requested in these specifications.

3.1.2 Firm Bid Price: Applicable

3.1.3 Packaging

 All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.

3.1.4 Default

 In case of default on the part of a distributor, the **Henry County Board of Education**  may elect to have those entities affected by the default purchase and receive needed items from other sources until a substitute distributor is designated. **In such cases, the contractor in default will be held liable for any cost differential between the approved contract price and the acquisition cost of items purchased from another source.**  Provided, however, that items purchased by the entities in this manner shall be approved equal in quality and quantity to those required by the specifications. The contractor in default will not be expected to pay a price differential on a product considered by the industry to be superior in quality to the product specified in the original bid invitation.

3.1.5 Contract Application

 The terms and conditions set forth in this invitation for bids shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this invitation and any assurances made by the successful bidder in satisfaction of the Invitation for Bids shall become a part of the agreement between the **Henry County Board of Education** and the successful bidder shall have the right to rely upon documents and assurances submitted by the bidder.

3.1.6 Delivery Times and Places

 Deliveries shall be required to all school sites as listed at the end of this section and as follows:

1. Deliveries to be made between August 2025 and July 2028.
2. The frequency of delivery shall be a minimum of one delivery per week.
3. Deliveries shall be completed between the hours of 6:15 am and 1:00 p.m., Monday through Friday.
4. Holiday deliveries – Holidays shall be defined as any week that has less than five (5) working days.

If the holiday falls on a scheduled delivery day, the delivery shall be made the next working day or on a day to be mutually agreed upon by the organization and the successful contractor.

1. **Henry County Board of Education** shall be required to provide a list of observed holidays and other closings to the contractor serving their region so the contractor does not make an unnecessary delivery trip. The contractor shall review this list prior to scheduling deliveries. If **Henry County Board of Education** fails to provide this list of closings, the contractor may charge for an unnecessary delivery trip. Make up deliveries shall be scheduled during the same week as the closing on a mutually agreed on date.

3.1.8 Delivery Schedules

1. Initial delivery schedules shall be submitted to participating entities.

1. Drivers and helpers shall deliver merchandise to designated areas.
2. **Under no circumstances should bread products ever be left outside.** Drivers or helpers shall not be required to stow bread products on shelves. The contractor will retain liability of product until such time as the local organization receipts for the product.

 d. Drivers and helpers shall request the authorized receiver or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each item and condition of merchandise. Each delivery ticket shall be signed by a designated receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated receiver and initialed by both the truck driver and receiver. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.

 e. Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

f. If deliveries are made wherein shortages or damaged items are noted, the contractor will be required to make “next day” deliveries to correct the discrepancies. However, if the shortage had been noted and transmitted to the affected entity during the order process, the requirement for “next day” shall not apply. The term “next day” is used to allow entities to exercise that option. However, it shall not be intended as mandatory.

The participating entity may elect to have the merchandise delivered at some other time.

3.1.9 Payments

 All invoices for products received and accepted prior to the last working day of the month shall be paid on or before the 15th of the next month. Distributor will notify **Henry County Board of Education** of any delinquencies.

3.1.10 Decimals

 Any mathematical calculation that involves decimals shall be treated as follows:

1. You may take decimals to the fifth digit or more for computation purposes. However, for final delivery unit cost you will round off to the next higher figure if the third digit is 5 or greater. Round off to the lower figure if the third digit is 4 or less
2. In determining final delivery unit costs decimals will be carried only two (2) places.

SECTION IV

**U.S. DEPARTMENT OF AGRICULTURE**

**Certification Regarding Debarment, Suspension, Ineligibility**

**and Voluntary Exclusion - Lower Tier Covered Transactions**

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

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 Henry County Board of Education CNP Bread Products Bid 2025

Organization Name PR/Award Number or Project Name

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

Signature(s) Date

Form AD-10-48 (1/92)

Instructions for Certification

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

SECTION V IMMIGRATION LAW REQUIREMENTS

 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 documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor’s E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify) . 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. SECTION VI

6.0 BID INSTRUCTIONS

6.1 Bid Package:

 The bid package consists of the following

1. Section I Request for Bid
2. Section II General Instructions
 Special Products Stocking and Recovery
3. Section III Special Conditions
4. Section IV Debarment Certification
5. Section V Immigration Law Requirements
6. Section VI Bid Instructions
7. Section VII Product Identification/Bid Sheets
8. Section VIII List of Delivery Sites
9. Section IX Bid Bond
10. Attachment A Required Federal Provisions For Procurement in CNP Programs

6.2 Invitation to Bid Form: **(Return this form completed)**

 All information requested on the Invitation to Bid form must be completed. Incomplete and/or

 unsigned forms may be rejected. Special attention should be given to instructions and general

 conditions and definitions.

6.3 Nutrition Information: **(Return these documents)**

 Section II, Page 7, 2.17c

6.4 Product Identification/Bid Sheets: (**Return this form completed)**

 **Section VII, Product Identification/Bid Sheets** – When you complete the Product Identification/Bid

Sheets you must forward all Bottom-Line totals to the Grand Total Bid Sheet (Page 2) of the bid

 document.

 Debarment Certification Form: (**Return this form completed)**

 **Section IV Debarment Certification (Page 12) - This form must be completed and returned**

 **with the Invitation to Bid Form and the Product Identification/Bid Sheets (Page 17) including**

 **the Grand Total Bid Sheet (Page 2).**

6.5 Immigration Law Requirements: **(Return this form completed)**

 **Section V Immigration Law Requirements** – An Affidavit of Alabama Immigration Law Compliance

(Page 14) and the signature page from the contractor’s E-Verify Memorandum of Understanding

 must be included in the bid.

6.6 Bid Form:

 Bids must be presented on the form supplied herein or a copy of that form. Bids submitted on any

 other form, unless prior approval for such deviation is granted by **Henry County Board of**

 **Education,** will be rejected.

6.7 Bid Bond

 Bond must be returned in the amount of 5% of the total bid.

**Contract Section VII – Bread and Bakery Products Bid Sheet**

**Company Name Bidder must complete the How Packed column.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item | Description | How Packed | Bid Unit | Usage Net Units | Unit Price | ExtendedTotal |
| 1 | Bread, Whole Wheat Sandwich, 1 oz slices, **state usable slices** **\_\_\_\_\_\_** |  | Loaf | 500 | $ | $ |
| 2 | Bread, White Whole Wheat Sandwich, 1 oz slices, **state usable slices\_\_\_\_\_\_** |  | Loaf | 500 | $ | $ |
| 3 | Buns, Hamburger, Sliced 4”, whole wheat |  | Bun (ea) | 1500 | $ | $ |
| 4 | Buns, Hamburger, Sliced 4”, white whole wheat |  | Bun (ea) | 30,000 | $ | $ |
| 5 | Buns, Hot Dog, Whole Wheat |  | Bun (ea) | 800 | $ | $ |
| 6 | Buns, Hot Dog, White Whole Wheat |  | Bun (ea) | 10,000 | $ | $ |
| 7 | Hoagie Buns, Whole Wheat |  | Bun (ea) | 4000 | $ | $ |
| 8 | Hoagie Buns, White Whole Wheat |  | Bun (ea) | 10,000 | $ | $ |
| 9 | BBQ Seeded Bread, white whole wheat.  |  | Loaf | 100 | $ | $ |
| 10 | Rolls, Whole Wheat,  |  | Roll (ea) | 36,000 | $ | $ |
| 11 | Rolls, White Wheat |  | Roll (ea) | 6,000 | $ | $ |
| 12 | Texas Toast, Whole Wheat |  | Loaf | 100 | $ | $ |
|  | TOTAL BOTTOM LINE PRICE FOR BREAD PRODUCTS |  |  |  |  | $  |

**Bidder must complete the How Packed column; prices are based on bid unit as noted. Bidder must**

**bid by unit specified – per loaf or bun. Usage is for Henry County Board of Education only and is a**

**yearly estimate.**

**Section VIII**

|  |
| --- |
| **Henry County School System** |
| Abbeville Elementary School100 Elm StreetAbbeville, AL 36310 |
| Abbeville High School411 Graball CutoffAbbeville, AL 36310 |
| Headland Elementary School305 Mitchell StreetHeadland, AL 36345 |
| Headland Middle School1 Martin Luther King DriveHeadland, AL 36345 |
| Headland High School1 Sporman StreetHeadland, AL 36345 |

**Section IX**

**BID BOND**

A bid bond from your company must accompany your bid in the amount of 5% of the total bid. This bid bond may be in the form of a postal money order, certified check, cashier’s check, irrevocable letter of credit or the bid bond itself. Please send this document when you return your bid sheets.

Thank you for your cooperation, and if you have any questions please contact Lori Beasley, Superintendent, 334-585-2206.

Sincerely,



Alaina Sowell, RDN

CNP Director

Henry County Child Nutrition Program

**Attachment A** Updated August 13, 2020

**REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS**

 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, 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](https://www.govinfo.gov/link/uscode/41/1908), 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](https://www.ecfr.gov/current/title-41/part-60), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](https://www.ecfr.gov/current/title-41/section-60-1.3) must include the equal opportunity clause provided under [41 CFR 60-1.4(b)](https://www.ecfr.gov/current/title-41/section-60-1.4#p-60-1.4(b)), in accordance with [Executive Order 11246](https://www.federalregister.gov/executive-order/11246), “Equal Employment Opportunity” ([30 FR 12319](https://www.federalregister.gov/citation/30-FR-12319), [12935](https://www.federalregister.gov/citation/30-FR-12935), [3 CFR Part, 1964-1965](https://www.ecfr.gov/current/title-3/part-1964) Comp., p. 339), as amended by [Executive Order 11375](https://www.federalregister.gov/executive-order/11375), “Amending [Executive Order 11246](https://www.federalregister.gov/executive-order/11246) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](https://www.ecfr.gov/current/title-41/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](https://www.govinfo.gov/link/uscode/40/3141)). 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](https://www.govinfo.gov/link/uscode/40/3141), and [3146-3148](https://www.govinfo.gov/link/uscode/40/3146)) as supplemented by Department of Labor regulations ([29 CFR Part 5](https://www.ecfr.gov/current/title-29/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](https://www.govinfo.gov/link/uscode/40/3145)), as supplemented by Department of Labor regulations ([29 CFR Part 3](https://www.ecfr.gov/current/title-29/part-3), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](https://www.govinfo.gov/link/uscode/40/3701)). 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](https://www.govinfo.gov/link/uscode/40/3702) and [3704](https://www.govinfo.gov/link/uscode/40/3704), as supplemented by Department of Labor regulations ([29 CFR Part 5](https://www.ecfr.gov/current/title-29/part-5)). Under [40 U.S.C. 3702](https://www.govinfo.gov/link/uscode/40/3702) 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](https://www.govinfo.gov/link/uscode/40/3704) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](https://www.ecfr.gov/current/title-37/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](https://www.govinfo.gov/link/uscode/42/7401).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](https://www.govinfo.gov/link/uscode/33/1251)), 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](https://www.govinfo.gov/link/uscode/42/7401)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](https://www.govinfo.gov/link/uscode/33/1251)). 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](https://www.ecfr.gov/current/title-2/section-180.220)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](https://www.ecfr.gov/current/title-2/part-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](https://www.federalregister.gov/executive-order/12549).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](https://www.govinfo.gov/link/uscode/31/1352))—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](https://www.govinfo.gov/link/uscode/31/1352). 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) Procurement of Recovered Items: 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](https://www.ecfr.gov/current/title-40/part-247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

Title 7: Agriculture PART 210—NATIONAL SCHOOL LUNCH PROGRAM

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

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

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

(d) ***Buy American*** —

(1) ***Definition of domestic commodity or product.*** In this [paragraph (d)](https://www.ecfr.gov/current/title-7/section-210.21#p-210.21(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)](https://www.ecfr.gov/current/title-7/section-210.21#p-210.21(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)](https://www.ecfr.gov/current/title-7/section-210.21#p-210.21(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)](https://www.ecfr.gov/current/title-7/section-210.21#p-210.21(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.

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