

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date:06/30/2025
ITB No.250717
Child Nutrition

SOLICITATION

To:	Prospective Bidders
Invitation To Bid Issue Date:	06/30/2025
Commodity Code:	CNP
Sealed Bid For:	BEVERAGE PRODUCTS
Return Responses To: (Return responses in a sealed marked envelope, indicating the vendor's name, ITB/RFP # and/or ITB/RFP name)	Fort Payne City Schools Dr. Laran Adkins Child Nutrition Director 231 38 th Street NE Fort Payne, AL 35967

*****IMPORTANT SOLICITATION DATES*****

Bid Specs INQUIRY DEADLINE	PRE-BID CONFERENCE	Notification of Intent DUE DATE	Invitation to Bid (ITB) OPENING DATE
07/09/2025 By 1:00 PM (CST)	Not Required	07/07/2025 By 9:00 AM CST	07/17/2025 At 9:00 AM (CST)

Full Invitation to Bid document can be requested at ladkins@fpcsk12.com.

PURPOSE

The purpose of this ITB is to establish a contract for **"BEVERAGE PRODUCTS"** with the Fort Payne City School Board of Education.

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. **Notification of Intent to bid should be emailed to ladkins@fpcsk12.com by 9:00 AM on 07/07/2025.**

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be typewritten and emailed to **Dr. Laran Adkins at ladkins@fpcsk12.com.**

The FP BOE is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the FP BOE, or any other means of delivery employed by the bidder. Similarly, the FP BOE is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

Released by:

Laran Adkins

“BEVERAGE PRODUCTS”

Fort Payne City Schools

Dr. Laran Adkins

Child Nutrition Director

231 38th Street NE

Fort Payne, Al 35967

Phone: 256-845-9288

Email: ladkins@fpcsk12.com

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DEFINITIONS

F.O.B

F.O.B. stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Fort Payne City Schools. "F.O.B. Destination" defines that transfer of responsibility for loss is transferred from Seller to Fort Payne City Schools at the Fort Payne City Schools' designated delivery point. F.O.B. does not identify who is responsible for costs of shipping. The responsibility for the costs of shipping is addressed on the bid form/price sheet. If not specifically addressed, the cost of shipping shall be inclusive in the bid price.

LIFE CYCLE COSTS

Life Cycle Cost Analysis is defined "as a method for evaluating all relevant costs over the time of a project, product, or measure. This method takes into account first costs, including capital investment costs, purchase, and installation costs; future costs, including energy costs, operating costs, maintenance costs, capital replacement costs, financing costs; and any resale, salvage, or disposal cost, over the lifetime of the project, product, or measure."

LOWEST RESPONSIBLE BIDDER

A responsive bidder whose bid is lower than those received from other bidders and whose reputation, past performance, and business and financial capabilities have been determined by the Fort Payne City Schools to satisfy the requirements of the bid and/or contract.

QUALIFIED BIDDER

A responsive bidder meeting established standards of responsibility for the provision of a specified service, as determined by the Fort Payne City Schools.

RESPONSIBLE BIDDER OR OFFEROR

A person/organization who has the capability, in all respects, to perform the bid/contract requirements fully and the moral and business integrity and reliability to assure good faith performance.

SEALED BID

A response to a solicitation that has been submitted in a sealed envelope to prevent its contents being revealed before the time and date set for the receipt of responses.

SPECIAL PROVISIONS/SPECIAL TERMS AND CONDITIONS

Clauses pertaining to a contract that are unique to the service or product being obtained, which may supplement or, in some cases supersede one or more of the general terms and conditions that pertain to the same contract.

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BID ANNOUNCEMENT

Sealed bids marked **ITB 250717, "BEVERAGE PRODUCTS"** will be received by the Fort Payne City Schools, 231 38th Street NE. Fort Payne, AL 35967.

Bids will be **accepted until 9:00 A.M.** central time on **July 17, 2025** **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 9:00 A.M. on July 17, 2025.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) after the "Bid Opening Due Date" may not be considered.**

Fort Payne City Schools reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid., attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of Fort Payne City Schools regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and Fort Payne City Schools.

Fort Payne City Schools is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the City/County, or any other means of delivery employed by the bidder. Similarly, Fort Payne City Schools is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL REMAIN UNOPENED.**

PURPOSE

The purpose of this ITB is to establish a contract for **BEVERAGE PRODUCTS** with Fort Payne City Schools on behalf of the current and future members of Fort Payne City Schools.

AWARD

The award will be made on all or none basis. Fort Payne City Schools shall award this contract to the lowest responsible and responsive bidder who best meets the terms and conditions of this bid. Fort Payne City Schools expressly reserves the right to reject any and all bids, or parts of bids, and to make the award or awards as the best interest of the Fort Payne City Schools. This solicitation may be awarded by Fort Payne City Schools' Region(s) as in the best interest of Fort Payne City Schools.

AWARD CRITERIA

- Meet Specifications/Requirements as stated in ITB
- Lowest responsible bidder based on the sum of all unit prices

BID ACCEPTANCE/REJECTION

Fort Payne City Schools reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

BID OPENING AND RESULTS

Bids are opened publicly at the Fort Payne City Schools' Child Nutrition/Transportation Office located at 231 38th Street NE, Fort Payne. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening.

NON-RESPONSIVE SUBMITTAL

Respondents that do not meet all requirements of this solicitation, or which fail to provide all required information, documents, or materials, may be rejected as non-responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of submittals are impossible, or those which affect the competitiveness of submittals. Respondents whose submittals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. Fort Payne City Schools reserves the right to determine which submittals meet the material requirements of the solicitation and which Respondents are responsive.

SPECIFICATIONS

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, products, services, or equipment considered best adapted to Fort Payne City Schools' intended use. Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award (or within 30-days of award notification, approval of Fort Payne City Schools and purchase order is issued). Fort Payne City Schools may offer a one (1) year contract with the option to renew for up to two (2) additional one (1) year terms.

SCOPE OF SERVICES

The purpose of this solicitation is to secure contract pricing from qualified vendors to provide "**BEVERAGE PRODUCTS**" for Fort Payne City Schools.

SPECIFICATIONS

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size, and quality of materials, products, services or equipment considered best adapted to Fort Payne City Schools intended use or needs.

- Bottled and Canned Non-Carbonated Beverages 100% Fruit or Vegetable Juice drink- 12 oz.
- Bottled Zero Calorie sports drink (12 and 20 oz.)
- Bottled Zero Calorie carbonated drink (20 oz.)
- Bottled Flavored and Unflavored Water (20 oz.)
- Bottled Unsweetened Tea (18.5 oz.)

REQUIREMENTS & CONDITIONS

- Ordering process will be on a weekly basis.
- The Fort Payne City Schools has attempted to list all the beverage products that will be required during the term of the contract; however, the Fort Payne City Schools reserves the right to award additional item(s) to the successful bidder as a result of this ITB as the need arises.
- Inferior products, poor delivery, and un-authorized substitutions of products will be cause for immediate cancellation of contract.
- Price changes and or additions from Prime Vendor must be approved by Fort Payne City Schools before delivery and invoicing of item.
- Vendor awarded this contract shall provide for pricing adjustments or replacements due to spoilage.

*****NOTE: A complete product nutritional analysis must be furnished for each product submitted with bid. *****

PREFERRED ORDERING METHOD:

A proven web-based electronic order system for input of orders by each individual site manager. Individual log-in credentials shall be provided to each site manager and an overall district account shall be created for use by the District Office.

BRAND NAMES

The acceptable specified brand(s) are indicated in this bid document; however, bidders offering substitutions for specified brand names must get approval from the user department and include a signed acceptance letter with bid document or bid submitted may not be considered for evaluation.

MARKETING MATERIALS

All marketing material used for product promotion must be approved by Fort Payne City Schools and the school system's Child Nutrition Director.

SUMMER FEEDING PROGRAMS

Some school systems participate in summer feeding programs in the month of **June**. The Successful vendor shall be able to provide Beverage Product deliveries during this period.

DELIVERY REQUIREMENTS

On-time deliveries according to established delivery schedules shall be considered a prime part of this contract.

Delivery Failure: If the successful Bidder fails to deliver an order, the Bidder will take corrective action either by making a special delivery or by arranging for delivery by another vendor. The Bidder shall assume any additional costs between the price of the originally ordered items and the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.

- Awarded vendor(s) shall provide pricing adjustments for replacements due to any damaged and/or defective goods during delivery.
- Fort Payne City School members will be responsible for issuing their own purchase order number and providing vendor with billing and shipping information.
- Fort Payne City School members are responsible for establishing their own delivery schedule including delivery times (or on an "as needed basis").
- Failure to deliver as specified and in accordance with the bid submitted, including promised delivery may constitute sufficient grounds for cancellation of the order at the option of Fort Payne City Schools.
- Deliver shortages, failure to deliver, or failure to deliver product meeting specifications will be cause of cancellation of contract by the District with the Vendor. Failure of proper and timely deliveries will be a cause for the District to purchase replacement items on the open market, charging back the difference between market and contract price to the vendor, and subtracting such total from invoices whether outstanding, current, or future. The price paid by a district/school shall be considered the prevailing market price at the time such purchase(s) are made.
- If vendor expects or knows of product shortages, vendors must submit in writing (i.e., email) by informing the Child Nutrition Director no later than **7:00 a.m. (CST) a minimum of twenty-four hours before scheduled delivery**.
- Holiday deliveries shall be deemed as any week that has less than **five (5) school days**. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the school district and awarded vendor(s).
- Deliveries shall be made directly to individual locations.
- All delivery schedules will be arranged by Fort Payne City Schools' members designee.
- All deliveries must be signed by someone in the department (items are not to be delivered without someone verifying order.)
- Delivery schedules shall be submitted to Fort Payne City Schools' members designee prior to the initial delivery start dated for approval and shall remain constant. Any changes must be agreed upon by the Fort Payne City Schools' members.
- Most districts will require **(1) one to (2) two deliveries per week** in accordance with each school district's established delivery schedules and calendar of operations. Any alternate delivery dates must be approved by the Child Nutrition Director and any request to deviate from the scheduled delivery date and time must be coordinated directly with the Food Service Managers at each school location.

All Delivery schedules to be set-up by end-user department(s) and/or Fort Payne City Schools' member(s).

Deliveries shall be made directly to individual locations, following placement of orders, with each member being responsible for establishing their own delivery schedule (or on an "as needed" basis). Each location shall agree upon its own delivery time but awarded vendor(s) must be capable of making a **minimum of one (1) delivery per week**, if needed. For some facilities, the delivery may be required to more than one building. It is anticipated most locations will require delivery to be made at least three (3) alternate days each week generally between the hours of 6:30 a.m. and 2:00 p.m. (CST), deliveries shall be on weekdays.

Delivery schedules shall be submitted to Fort Payne City Schools' Child Nutrition Director prior to the initial delivery start date for approval and shall remain constant. Any changes must be agreed upon by the end- user department/Fort Payne City Schools' members

INCLUDE TRANSPORTATION. PRICES QUOTED MUST INCLUDE DELIVERY. PRICES MUST REMAIN FIRM FOR 12 MONTHS.

CANCELLATION

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the Fort Payne City Schools.

CONTINGENCY PLAN

The awarded vendor must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery. If a delay occurs the awarded vendor will be responsible for contacting the Child Nutrition Director regarding the delay. **BIDDERS SHALL SUBMIT THEIR CONTINGENCY PLAN WITH THEIR BID.**

SUBSTITUTIONS AND DISCONTINUED PRODUCT REQUIREMENTS

The awarded vendor shall maintain inventories at a level to prevent out-of-stock situations while avoiding excessive inventories which may be counter-productive to product conditions. Product substitutions due to out-of-stock situations should be held to an absolute minimum. The vendor "out of stock" percentage is expected at 3% of invoice orders or less. Excessive substitutions may jeopardize future business from the Fort Payne City Schools and partners or invoke termination proceedings.

Any substitutions that are not approved, in advance, by the Child Nutrition Director or her/his designee, will be rejected by the School District.

GUARANTEE POLICY

All bidders must state a guaranteed policy on items purchased under this contract. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 24-hours from the time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable products will result in immediate termination of this contract. **Bidders shall submit their guaranteed policy with their bid.**

SAFETY & SANITATION

Vendors must have in place a system for safety and sanitation inspections assuring the delivery of products that is free from contamination and product degradation. **The vendor must include a copy of their current inspection report from the local City/County Health Department with their response and a copy of their product recall procedures.** Any future inspection reports or changes in recall procedure must be submitted to the District's Child Nutrition Program Director.

- All beverage products are to be processed and delivered under the most sanitary conditions.
- All containers must be clean and delivered in sturdy **clean crates/boxes**, free from rust, etc.
- Deliveries are to be placed in the designated storage areas at each delivery site. Damaged or partially filled containers must not be used at any time.
- Damaged and/or leaking products will be refused or returned.
- Unused/outdated beverages are to be changed out or collected by the vendor during school vacation breaks. The delivery driver will be furnished with a school calendar for reference. Credit for all such beverages, as well as for returned damaged/leaking containers, are to be noted on the daily delivery slip, and left for the cafeteria manager.
- Any product reported by the District as unsatisfactory due to taste, consistency, color, or containing foreign objects, will be picked up within 24 hours by the awarded vendor. The awarded vendor is responsible for analyzing these problems and notifying the Child Nutrition Director, in writing, the results of the findings.

STAFF LEVELS-DELIVERY DRIVERS:

The vendor must employ professional, trained, and fully vetted delivery drivers to successfully fulfil the terms of the contract.

CUSTOMER SERVICE

Fort Payne City Schools' members require exceptional customer service standards from all bidders. **Vendors must submit with their bids** the names and contact information for their Customer Care Team to report problems or concerns. Customer service representatives shall be available by telephone, at a minimum from **7am to 4pm Monday through Friday**.

ACCOUNTING/INVOICES

All original itemized invoices shall be provided with the delivery. The invoice shall include the unit's name and account number, product name, unit cost, extension, piece count, and total charges. Any concealed damage or delivery of incorrect products shall be reported to the Bidder's account representative who shall then issue credit memos for any incorrect charges and arrange for the return of mis-shipped or deficient products.

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717

INVOICING

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address.

In order to ensure prompt payment for Fort Payne City Schools, ALL *ORIGINAL INVOICES* MUST BE SENT TO:

Child Nutrition Department

c/o Child Nutrition Secretary

231 38th Street NE

Fort Payne, AL 35967

*If invoice does not agree with purchase order, credits, or a corrected invoice will be required for Fort Payne City Schools to process payment. Purchase orders will be issued as deliveries are required. *

Invoices that do not reference an authorized purchase order will be returned to the vendor.

* Each participating governmental entity of Fort Payne City Schools will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificate as required by vendors.*

INSTRUCTIONS TO BIDDERS

BID FORMS

Bid must be submitted on preprinted Bid Sheet (See page 28) supplied by Fort Payne City Schools Child Nutrition Department.

BIDDER PREFERRED QUALIFICATIONS:

1. Able to service all Fort Payne City Schools.
2. Weekly ordering process for Fort Payne City Schools members.
3. Produced in compliance with the requirements and regulations of the United States Department of Agriculture (USDA).

BIDDER RESPONSIBILITY

1. Vendor must be licensed to do business in Fort Payne.
2. Vendor must provide their DUNS (Data Universal Numbering System) number.
3. Vendor must be excluded from SAMS (System for Award Management).

BID SUBMITTAL DEADLINE AND INSTRUCTIONS

The Bid Submittal Deadline is **9:00 A.M. on July 17, 2025**. The bid must be submitted in sealed envelopes/package and should be properly identified with the bid number and Bid Submittal Deadline:

1. All bids shall be sealed and clearly marked **ITB 250717, "BEVERAGE PRODUCTS"**.
2. The envelope or package containing the bid shall have the name of the Vendor, complete address, telephone number, and name of contact person. **ALL BIDS MUST ARRIVE AT THE FORT PAYNE CITY SCHOOLS' CHILD NUTRITION OFFICE at 231 38th Street NE, Fort Payne, Alabama 35967, July 17, 2025, BY 9:00 A.M., CST).** Bids sent by electronic devices (i.e., facsimile and e-mail) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means. It will be the sole responsibility of the Vendor to have the bid delivered to Fort Payne City Schools before the closing hour and date.

Fort Payne City Schools is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of Fort Payne City Schools, or any other means of delivery employed by the bidder. Similarly, Fort Payne City Schools is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. **LATE BIDS WILL BE DISQUALIFIED AND NOT OPENED.**

3. Vendor must have all proper "Required Forms" (Pgs. 27-50) signed, dated and notarized (where applicable).

BUSINESS LICENSE

In the event you receive a notification of intent to award letter, **you will be required to provide your City/County business license within 7 days of receipt of notice of intent to award.** If you are not currently registered with City/County Revenue Department, and do not have a business account number, you must obtain a City/County business license prior to submitting your bid.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine-digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions that do not include the organization's DUNS number may be deemed non-responsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *Fort Payne City Schools does not provide DUNS numbers.*

INQUIRY DEADLINE

The inquiry deadline is **1:00 P.M. JULY 9TH, 2025.**

INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the ITB shall be binding on the Fort Payne City Schools unless submitted in writing and distributed as an addendum by Fort Payne City Schools. Interpretations and/or clarifications shall be requested in writing and directed to Fort Payne City Schools' Child Nutrition Director, **231 38th Street NE, Fort Payne, Alabama 35967 or email ladkins@fpcsk12.com.** **Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the ITB.**

LICENSES/CERTIFICATES

Fort Payne City Schools reserves the right to require documentation that each bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain a professional license or certification to provide any product and/or service solicited under this ITB, the Fort Payne City Schools reserves the right to require you to provide documentation of your current license and/or certification before considering your Bid and/or before awarding a contract.

NOTIFICATION OF INTENT

All recipients of this solicitation are required to complete and return the enclosed Notification of Intent. Only those vendors submitting the Notification of Intent will be advised of any clarifications, addendum, answers to inquiries, etc. pertaining to this ITB. *Notification of Intent should be emailed to ladkins@fpcsk12.com by 9:00 A.M. CST on July 7th.*

PRE-BID CONFERENCE

N/A

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification on any and all specifications of the ITB will not be accepted. All questions **must** be typewritten and emailed to ladkins@fpcsk12.com.

SPECIAL PROVISIONS FOR MATERIALS AND EQUIPMENT

**SPECIAL PROVISIONS
FOR MATERIALS AND EQUIPMENT**

AUTHORIZED DISTRIBUTOR

Successful Bidder must be an authorized distributor for the products he offers, or with his bid, he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

BRAND NAMES

Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS

Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality for the items to be specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. Fort Payne City Schools will be the sole judge of whether such alternates are equivalent to the items specified. Fort Payne City Schools reserves the right to waive immaterial variations in the specifications. **SUBSTITUTIONS MUST BE APPROVED, IN WRITING, PRIOR TO BID OPENING DAY AND TIME OR BID WILL NOT BE CONSIDERED**

COMPLIANCE WITH OSHA

Bidder agrees that all item(s) offered to comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and the Bidder will indemnify and hold Fort Payne City Schools harmless for any failure to so conform.

DELIVERY

Various Fort Payne City Schools' locations as indicated on purchase order(s) in a two-day/48-hour turn-around time, after receipt of order. Purchase orders will be issued as deliveries are required. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of Fort Payne City Schools. Subsequent Fort Payne City Schools locations may be added based on the needs of Fort Payne City Schools.

DELIVERY HOURS

Unless otherwise specified, all items must be delivered: **Monday through Friday, between the hours of 6:30 A.M. - 2:00 P.M.**, excluding holidays.

DELIVERY TIME

Time is of the essence of this contract. Bidder shall state earliest delivery time on Bid Sheet. Fort Payne City Schools reserves the right to cancel any order not received within the time stated by the Bidder in their bid response. Delivery time will be a factor in award of bid where a maximum time for delivery is stipulated herein. Bid documents will inform Bidder when delivery is a factor in award of bid.

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DEMONSTRATION OF PRODUCT

If requested by Fort Payne City Schools, a demonstration of the item(s) offered may be required at no cost to Fort Payne City Schools. The time and place of demonstration will be determined by Fort Payne City Schools. If the demonstration cannot be performed at a Fort Payne City Schools facility, the demonstration must be performed within a 60-mile radius of Fort Payne, AL. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the Fort Payne City Schools satisfaction during a demonstration will be declared non-responsive and will not be considered for award of bid.

F.O.B. POINT & SHIPPING CHARGES

F.O.B. Destination via best way.

MANUFACTURER & MODEL NUMBER

On Bid Sheet, Bidder must state the manufacturer name and model number of each item proposed.

NEW AND UNUSED

Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or its items and materials that have been previously used will be rejected.

PACKING/MARKING

Unless otherwise specified in the ITB, product/packing shall be furnished shrink wrapped and on pallets. Products/Packing shall be in sealed, new containers of uniform size and kind commonly used for the purpose, so constructed as to ensure acceptance and safe delivery to the point of delivery called for in the contract or purchase order. Each product/packing shall be plainly marked as to manufacturer, manufacturer's code, size, quantity of pack, and number of product(s) per case, the name of the contractor and the number of the contract or purchase order. Packaging per case must be as indicated for ease of handling and delivery. If not available in packaging as listed, quote the closest industry standard packaging for that product.

PRODUCT EVALUATION

If requested by Fort Payne City Schools, bidder will arrange to demonstrate the products at no cost to Fort Payne City Schools. The time and place of demonstration will be determined by Fort Payne City Schools. Said demonstration will be subject to guidelines established by the Child Nutrition Director.

PROTECTION DAMAGE

Contractor will be responsible for any damage to property of Fort Payne City Schools or others caused by him, his employees or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality.

QUANTITIES

Quantities shown are estimates and are not a guarantee to buy in the amount shown.

SAMPLES

For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on bid the exact charge for samples. Fort Payne City Schools reserves the right to consume samples for testing purposes. Fort Payne City Schools may retain samples until delivery and acceptance of contracted items. Bidder shall remove samples at his expense within (30) days of request by Fort Payne City Schools.

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WARRANTY, MANUFACTURER

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than three (3) years from the date of final acceptance by Fort Payne City Schools. Time is of the essence of this contract. While under warranty, the manufacturer shall repair or replace inoperable materials and equipment in a timely manner to minimize the disruption of Fort Payne City Schools operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

WARRANTY, SUCCESSFUL BIDDER

Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by Fort Payne City Schools. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Fort Payne City Schools' operations.

FORT PAYNE CITY SCHOOLS

GENERAL TERMS AND CONDITIONS

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717

FORT PAYNE CITY SCHOOLS GENERAL TERMS AND CONDITIONS

ACT 2016-312 PROHIBITION AGAINST BOYCOTTING

Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

ADDITIONAL CONTRACTS

If mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes per ALA. CODE § 41-16-57(a).

BID ACCEPTANCE/REJECTION

Fort Payne City Schools expressly reserves the right to reject any or all bids, or parts of bids, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of Fort Payne City Schools.

BREACH AND DEFAULT

Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Contractor shall immediately refund to Fort Payne City Schools all amounts paid by Fort Payne City Schools pursuant to this Agreement.

CANCELLATION

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of Fort Payne City Schools and partner members, if a Cooperative.

CONFLICT OF INTEREST

The Individual/Firm declares that, as of the date of any ensuing contract, neither Fort Payne City Schools nor any Fort Payne City Schools partners nor any Director nor any other City/County Government official is directly or indirectly interested in this contract or any contract with the Individual/Firm for which compensation will be sought during the period of time this contract is being performed, and, furthermore, the Individual/Firm pledges that he/it will notify Fort Payne City Schools in writing should it come to her/his/its knowledge that any Fort Payne City School official becomes directly or indirectly interested in the contract or any contract the Individual/Firm for which compensation will be sought during the aforesaid period. In addition, the Individual/Firm declares that, as of the date of this contract, neither she/he/it nor any of her/his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of Fort Payne City Schools, or to anyone else for Fort Payne City Schools benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with Fort Payne City Schools under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither the Bidder nor any of her/his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of Fort Payne City Schools, or to anyone else for Fort Payne City Schools benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with the Bidder for which compensation will be claimed during the period of time this contract is being performed.

CONTRACT ADDITIONS

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional purchases of same type and scope as requested herein.

CORRECTIONS/AUTHORIZED SIGNATURE

Bids having any erasures or corrections must be initialed in ink. Bid must be signed in ink by an official authorized representative.

GENERAL

Fort Payne City Schools expressly reserves the right to reject any and all bids, or parts of bids, and to make the award or awards in the best interest of Fort Payne City Schools.

GOVERNING LAW/DISPUTE RESOLUTION

Any contract agreement that is issued based on this ITB, the parties shall agree that the contract agreement is made and entered into in Fort Payne, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered in Fort Payne, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Dekalb County Alabama.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which services included in this bid are to be purchased, and that his offering will meet the requirements of service and purpose to the satisfaction of Fort Payne City Schools and its partners.

HOLD HARMLESS AND INDEMNIFICATION

Contracting party agrees to indemnify, hold harmless and defend Fort Payne City Schools its elected officers and employees (hereinafter referred to in this paragraph collectively as "Fort Payne City Schools"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon Fort Payne City Schools because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of Fort Payne City Schools, or its employees. Before beginning work, contract party shall file with Fort Payne City Schools a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must protect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

INSURANCE

The successful bidder will maintain such insurance as will protect her/him and Fort Payne City Schools from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Fort Payne, Alabama, and shall **include Fort Payne, Alabama as Added Additional Insured by Endorsement including thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent and the General Services Department no later than seven (7) days (s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.**

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with Fort Payne City Schools' Child Nutrition Department before beginning work with Fort Payne City Schools.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation,
Products/Completed Operations, Contractual, Independent contractors, Broad Form property
damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 - Aggregate

Added Additional Insured by Endorsement:

Fort Payne, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/ITB Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.

INVOICING

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Child Nutrition Secretary
231 38th Street NE
Fort Payne, AL 35967

*If invoice does not agree with a purchase order, credits or a corrected invoice will be required in order for Fort Payne City Schools to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor. ***

LANGUAGE, WORDS USED INTERCHANGEABLY

The word Fort Payne City Schools refers to Fort Payne City Schools throughout this document. Similarly, RESPONDENT, VENDOR, and BIDDER refer to the person or company submitting an offer to sell its goods or services to Fort Payne City Schools. The words PROPOSAL, QUOTATION, and BID are all offers from the BIDDER. Fort Payne City Schools has established for the purposes of this ITB that the words SHALL, MUST or WILL are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by Fort Payne City Schools. A deviation is material if, at the sole discretion of Fort Payne City Schools, the deficient response is not in substantial accord with this ITB's mandatory condition requirements. The words SHOULD and MAY are equivalent in the ITB and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of Fort Payne City Schools.

LAWS AND REGULATIONS

All applicable State of Alabama and federal laws, ordinances, licenses, and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be and are incorporated here by reference. If the vendor currently does not have a business license. Vendors must register with the Fort Payne City of Fort Payne. Any contract executed based on the award of this ITB/ RFP must stipulate that governing law will be the State of Alabama.

NEGOTIATIONS

Fort Payne City Schools reserves the right to enter into contract negotiations with the selected bidder. If Fort Payne City Schools and the selected bidder cannot negotiate a successful contract, Fort Payne City Schools may terminate negotiations and begin negotiation with the next selected bidder. This process will continue until a contract has been executed or all proposals have been rejected. No bidder shall have any rights against Fort Payne City Schools, arising from such negotiations.

NON- DISCRIMINATION POLICY

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or

USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, at any

USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or
- (3) (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

OTHER BENEFITS AND COMPENSATION

There are no other benefits or compensation except as listed in Method of Payment below

PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

PRE-PAYMENTS

No prepayments of any kind will be made prior to shipment. Bidder agrees that Fort Payne City Schools will be charged no more for item(s) bid than the State of Alabama and that in the event of a price reduction; Fort Payne city Schools will receive the benefit of such reduction on any undelivered portion of the contract.

PRICE REDUCTION

In the event of a general price reduction, Fort Payne City Schools will receive the benefit of such reduction on any undelivered portion of contract.

PRICES

Prices must include transportation (including fuel surcharge, if applicable) labor, equipment, material and shall remain firm for the term of the contract. If price adjustments are requested pursuant to the terms of this contract, the Contractor must notify Fort Payne City Schools ninety (90) days prior to the current term's expiration date.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract. A Bidder's disclosure or distribution of the bid, other than to Fort Payne City Schools, will be grounds for disqualification at Fort Payne City Schools option. All electronic files; audio and/or video recordings; and all papers pertaining to any activity performed by the successful bidder for or on behalf of Fort Payne City Schools shall be the property of Fort Payne City Schools and shall be turned over to Fort Payne City Schools upon request. Bids submitted are not publicly available until after awarded contract is signed by Fort Payne City Schools. Fort Payne City Schools reserves the right to retain all Bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. The bid will be opened but will not be read publicly. We will proceed with negotiations for a lower price with the rejected bidder and other bidders by means of sealed quotes. The rejected bidder's initial offer will not be disclosed to other bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by Fort Payne City Schools are met.

SOLE CONTRACTOR/IMPLEMENTER

Fort Payne City Schools intends to award the contract to a sole contractor. The successful Bidder shall assume total responsibility for all Deliverables whether a sub-contractor or third-party produces them in whole or in part. Further, Fort Payne City Schools will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The successful Bidder will be fully responsible for any default by a sub-contractor, just as if the successful Bidder itself had defaulted. No sub-contractor will be paid directly by Fort Payne City Schools. The successful Bidder will be solely responsible for the success of the entire Project.

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:

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

TAX

Fort Payne City Schools is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

TERMINATION OF CONTRACT

This contract may be terminated by Fort Payne City Schools with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, Fort Payne City Schools shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to Fort Payne City Schools for damages sustained by virtue of a breach by the Contractor.

THIRD-PARTY "REMIT-TO"

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. Fort Payne City Schools will send payment to the company designated by the Bidder on its response, but will not be responsible for resolving payment issues, should the bidder change payment processing companies after payment has been mailed or without a 45- day written notification to the Purchasing and Accounting division of Fort Payne City Schools.

FORT PAYNE CITY SCHOOLS REQUIRED FORMS

(Bidder must use this form. Fill in all spaces.)

NO COOLER RENTAL – BEVERAGE PRODUCT PRICING

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Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717

CNP Manager contacts- see attachment

School calendar 2025-2026-see attachment

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717

I am able to service only the following Region(s) _____.

I am able to service **THE REGION**, indicated in this bid. Please circle one: YES or NO

Exact Transportation Charges, if any.....\$ _____

Total Amount of Bid.....\$ _____

Total Amount Bid Written in Words: _____

Delivery is guaranteed not later than _____ days after the order date.

Attach a letter stating differences between Fort Payne City Schools specifications and specifications of item(s) offered.

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717

Term Of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety- (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgement Of Her/His Understanding Of The Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Bidder hereby acknowledges receipt of Addenda Number(s) 1 and 2.

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell Fort Payne City Schools the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Facsimile Number

Fort Payne City Schools
Dr. Laran Adkins
Child Nutrition Director

Date 06/30/2025
ITB No. 250717

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

Bidder shall indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid will not imply approval by Fort Payne City Schools of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of Fort Payne City Schools.

Bidder Name

Bid No. _____

Equipment or Materials	Manufacturer	Supplier
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BID FORM (*For Services*) - Continued

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name of Bidder

Mailing Address (PO Box or street)

(Agency), State, and Zip Code

Name of Authorized Representative

Signature _____ Title _____

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Number

EXPERIENCE STATEMENT
(To be submitted with the bid)

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Description	Yr.	Amt.	Customer	& Telephone
_____	_____	\$ _____	_____	(____)
_____	_____	\$ _____	_____	(____)
_____	_____	\$ _____	_____	(____)
_____	_____	\$ _____	_____	(____)
_____	_____	\$ _____	_____	(____)
_____	_____	\$ _____	_____	(____)

**NOTIFICATION OF INTENT TO RESPOND
REFERENCE ITB _____**

“BEVERAGE PRODUCTS”

Return signed statement no later than 9:00 A.M. on July 7, 2025.

- () On behalf of myself/my firm/institution, I hereby certify that I/we intend to submit a response.
- () On behalf of myself/my firm/institution, I hereby certify that I/we **do not** intend to submit a response.

Authorized Signature

Individual/Institution/Firm

Title

Date

NOTE

You may email the form back to Laran Adkins at ladkins@fpcsk12.com.

NON-COLLUSION AFFIDAVIT

I, _____, an authorized agent/representative of _____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB depository, or to any member or agent thereof, to effectuate a collusive or sham ITB.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to
Before me this _____ day
of _____ 20____.

BY _____
Authorized Signature of Bidder Date

Print or Type Name of Bidder

Notary Public of
My Commission expires

AFFIDAVIT OF CONTRACTOR

Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and
3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes Fort Payne City Schools to terminate this contract for a first violation of §9(a) of said Act, and requires Fort Payne City Schools to terminate this contract for a second violation of §9(a) of said Act.

Printed Name of Contract (or Authorized Representative)

Title

Signature of Contract (or Authorized Representative)

Date Signed

Name of Business Entity

Phone Number

State of _____

City/County of _____

Sworn to and subscribed before me on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) ☐ Have ☐ have not within a three-year period preceding award of this contract been convicted of or had civil judgement 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 ☐ are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) ☐ Have ☐ have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

Vendor Authorized Signature

Date

Typed or Printed Name

Solicitation Number

SIGNATURE PAGE

Fort Payne City Schools, or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low bid for purchases of personal property.

All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom.

Date: _____ Company Name: _____ Web Address: _____

Terms: _____ Address: _____ City: _____

City/County: _____ State: _____ Zip: _____ Phone: (____) _____

If a Fort Payne Business License were issued to your company for the past twelve (12) months, please list numbers. _____

Vendor's Federal I.D. Number: _____

I certify that _____ has _____ has not _____ been in operation for one year at
(Company Name) (Check one)
location(s) zoned for the type of business conducted by my company at the address stated above.

DUNS #: _____

(Authorized Signature)

(Print Name)

(E-Mail Address)

Toll Free Phone: _____ Fax Number: _____

Return original bid on original forms provided. Authorized signature of bidder must be in ink.

Bids received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. BID AWARD NOTICE ADDRESS
2. PURCHASE ORDER ADDRESS
3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)

SPECIAL PROVISIONS FOR FORT PAYNE CITY SCHOOLS VENDOR CODE OF CONDUCT

CUSTOMER SERVICE

Fort Payne City Schools expects 110% customer satisfaction: Resolve issues/concerns quickly, provide 24/7 point of contact/support, be personable with the members, help Fort Payne City Schools members help themselves (i.e., train), be proactive (anticipate their needs), serve Fort Payne City Schools members via their choice (email, telephone, face-to-face), use feedback to get better.

ETHICAL CODE OF CONDUCT

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contracted supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents for non-Federal entity.

EVENTS

Vendors can plan and host events in person or virtually. Vendors can market to all Fort Payne City Schools members or a select group. Fort Payne City Schools will assist in promoting and setting up contact with the target audience.

MARKETING MATERIAL

All marketing material/flyers must be reviewed and approved by Fort Payne City Schools. All marketing material must reference the bid number. *Example: Fort Payne City Schools Bid No. 01-01.* The marketing material should only promote the services outlined in the original bid. Vendors **shall not** include any other products/services provided by your company in the marketing materials. Marketing material will only include the vendor logo. Use of Fort Payne City School logos is prohibited.

PERMISSION TO USE MARKETING AND PRODUCT MATERIALS

Vendors hereby acknowledge and gives Fort Payne City Schools permission to post on social media platforms any and all marketing and product materials received from the vendor to facilitate education and understand the vendor's organization and products/services.

NEW PRODUCTS

Vendors are only allowed to sell products specified in the awarded bid. However, if Fort Payne City Schools members request new products, email the product specifications and a quote for approval by the Fort Payne City Schools Child Nutrition Director. Once approved, a poll is sent to the appropriate Fort Payne City Schools group to determine their interest in purchasing the new products. If there is enough interest, the buyers will add the products to the price list. Note: Fort Payne City Schools can only add a limited number of new items to a bid to stay in compliance with the Alabama State Bid Law.

SUBSTITUTIONS

Substitution of products requirements: (1) Request for substitutions is made in writing to Fort Payne City Schools within seven days of the date on which the vendor ascertains that he cannot obtain the item specified. (2) vendor is to communicate how the substituted product will impact Fort Payne City Schools members; (3) vendor will submit the difference in cost between the substituted product and the listed product to the Fort Payne City Schools Coordinator; (4) vendor will provide a detailed analysis of the difference between bid product and the proposed product; (5) vendor will provide (a) product identification, manufacturer literature, samples if applicable, names and addresses of other end users where the substituted product has been used; (b) name and address of the manufacturer (6) accurate cost data comparing proposed substitution with specified product.

CANCELLATIONS

The contract may be terminated by Fort Payne City Schools with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, Fort Payne City Schools shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability of Fort Payne City Schools for damages sustained by virtue of a breach by the contractor.

USAGE REPORT REQUIREMENTS

At no cost to Fort Payne City Schools, the Contractor shall be required to provide quarterly, bi-annual, and annual usage reports or reports as requested by Fort Payne City Schools. Annual usage reports are required when renewal options are exercised and agreed upon. The reports will include purchase/spend information for; Fort Payne City Schools' Departments, Fort Payne City Schools Entities, and Fort Payne City Schools partners. Report categories will include, but will not be limited to customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer, customer savings and other such information as requested by Fort Payne City Schools. Excel and PDF are the preferred electronic media for these reports. Failure to provide the requested reports will be deemed as an event of default.

Title 2: Grants and Agreements. PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirement. §200.321 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

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, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Title 7: Agriculture. PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart C—Requirements for School Food Authority Participation

§210.16 Food service management companies.

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

Subpart E—State Agency and School Food Authority Responsibilities

§210.21 Procurement.

(d) Buy American -

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

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

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

(2) **Requirement.**

- (i) **In general.** Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
- (ii) **Limitations.** Paragraph (d)(2)(i) of this section shall apply only to -
- (A) A school food authority located in the contiguous United States; and
 - (B) A purchase of domestic commodity or product for the school lunch program under this part.
- (3) **Applicability to Hawaii.** Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.
- (e) **Restrictions on the sale of milk.** A school food authority participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in § 210.10(d)(4) of this chapter) at any time or in any place on school premises or at any school-sponsored event.
- (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.

[53 FR 29147, Aug. 2, 1988, as amended at 64 FR 50741, Sept. 20, 1999; 70 FR 70033, Nov. 21, 2005; 71 FR 39516, July 13, 2006; 72 FR 61491, Oct. 31, 2007; 76 FR 22607, Apr. 22, 2011; 77 FR 4153, Jan. 26, 2012; 81 FR 66489, Sept. 28, 2016]

I certify by signature below that I have reviewed the above federal provisions and will abide by them.

ITB# _____ **Bid Year** 2025-2026

Bid Period: _____

Company

Signature

Address

Print or Type Name

Phone Number

Date

INSTRUCTIONS FOR CERTIFICATION
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I- FOR GRANTEE OTHER THAN INDIVIDUALS**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will – a. Abide by the terms of the statement; and b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted – a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, zip code)

Organization Name

Award Number/Bid Number/or Project Name

Name and Title of Authorized Representative

Signature

Date

USDA Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, at any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Instructions for Certification

(1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.

(2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

(4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

(5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.

(6) Definitions of terms in the Non- Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

- "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
- "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).