Bid Awareness Letter

Date: July 23, 2026

Subject: Ice Cream and Frozen Novelties Bid 26-07

To whom it may concern:

You are invited to submit sealed bids for ice cream products for the West Alabama Consortium. Participating school districts include Fayette County, Haleyville City, Lamar County, Marion County, Winfield City, and Winston County Schools.

All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State.

Bids should be received at the Marion County Board of Education, 188 Winchester Drive, Hamilton, Alabama 35570 by 2:00 PM, CDT, on Tuesday, August 11, 2026. Bid prices must be firm for 365 days from the bid opening date, with an option to renew annually for an additional 4 years. After 365 days a letter will be sent asking for a renewal with no material change (increase/decrease in price, adding or subtracting items, etc.) If there is a change in materials or a price increase/decrease, adding or subtracting items, etc., the vendor will not be allowed to renew the contract, and the bid will be rebid annually.

Mail or send RFP/bid to the address at the head of this page and mark outside of the sealed envelope the number of this bid: ICE CREAM AND FROZEN NOVELTIES BID 26-07. Each Vendor must provide seven (7) copies of their response for each Director for a total of seven (7) copies of the bid at the bid opening.

A table of contents is included in this bid. It is the Vendor's responsibility to ensure all contents are received. If something is not in your bid packet, or if you have questions pertaining to this bid, contact Jennifer Roberts at 205-921-1903 or jroberts@mcbe.net.

The Marion County Board of Education reserves the right to reject any or all bids and to waive informalities.

Sincerely,

Jennifer Roberts

Jennifer Roberts, Child Nutrition Director
Marion County Board of Education

Table of Contents
CNP Bid Ice Cream and Frozen Novelties #26-07

Sealed bids will be received at the Marion County Board of Education, 188 Winchester Drive, Hamilton, AL, by 2:00 pm, Tuesday, August 11, and then publicly opened and read for the CNP Bid-Ice Cream Bid #26-07.

Letter	*Page 1*
Table of Contents	*Page 2*
Invitation to Bid	*Page 3*
Proof of Insurance	***Page 5***
Required Federal Provisions	*Page 6*
Instruction to Bidders	*Page 11*
Special Bid Instructions	*Page 15*
Delivery Address/Points of Contact (see attachments)	*Page 17*
Bid Specifications/Proposal Form	***Page 18***
Contact Information	*Page 21*
Vendor Certification	***Page 22***
Owner Disclosure Certificate	***Page 23***
Non-Collusive Bidding Certificate	***Page 25***
References	***Page 26***
Certification of Compliance with Specifications	***Page 28***
Certification Regarding Drug Free Workplace	***Page 30***
USDA Form AD-1048	***Page 31***
Certification of Debarment, Suspension, etc.	***Page 31***
Memo regarding HB56- AL Immigration Law Compliance	***Page 33***
Affidavit of Alabama Immigration Compliance- Subcontractor	***Page 34***
Child Nutrition Program Federal Acts	***Page 38***
Bid Checklist	***Page 39***

E-Verify Certification Form on file as required by the school board

All bolded items listed above must be returned with the bid.

Invitation to Bid:
Ice Cream and Frozen Novelties Bid # 26-07

The Marion County Board of Education will accept bids for the following food for the school system's Child Nutrition Program, according to the specifications set forth in this bid request:

Item *Ice Cream and Frozen Novelties Bid 26-07*

The bid opening will be held August 11, 2026, at 2:00 PM. Bids may be mailed to the attention of Jennifer Roberts, CNP Director, Marion County Board of Education, 188 Winchester Drive, Hamilton, AL or hand-delivered at the bid opening. Bids will be publicly opened and read promptly at **2:00 PM CST** on **August 11, 2026**. No bids will be accepted once the opening begins. Please note any requirements listed on the response form and bid specification sheet.

Contract Period: August 15, 2026-June 30, 2027
The contract may be renewed for up to two (2) additional one-year periods, not to exceed three (3) total years, provided:

- Vendor performance is satisfactory
- Renewal is mutually agreed upon in writing

The Marion County Board of Education reserves the right to award the bid based on budgetary limits approved by the Alabama State Department of Education.

Bidders are to use the bid response forms included in this packet and guarantee the quality of work to meet or exceed expectations set forth in this bid request.

Each party shall follow the procedure outlined below if this contract is to be terminated. All transactions shall be sent by Registered or Certified mail.

Step 1: Issue warning letter or email and outline violations and length of time allowed to correct the problem.

Step 2: Issue a letter or email of intent to cancel the contract if the problem is not resolved by a given date.

Step 3: Issue letter or email to cancel contract.

It is not the policy of the Marion County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors that may be used to determine the lowest responsible bidder. Bidders must abide by the provisions of the Americans with Disabilities Act of 1990 in order to provide goods or services to the Marion County Board of Education.

Section 9 of the Alabama Immigration Act No. 2011-535 (http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535) requires contractors to provide the Alabama Department of Education with an **Affidavit of Immigration Compliance and the contractor's E-Verify Memorandum of Understanding** as a condition of the award of any contract. **These two documents must be included**

with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. A contractor can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal website www.dhs.gov/e-verify.

All items in the bid shall be awarded to one vendor on the basis of the lowest total price, with all standards of quality for each item as described being met. Bidder is to quote prices on all items listed. A bid that does not contain a price for each item may not be considered.

Payment will be made by the school system upon receipt of invoice, inspection, and acceptance by a designated employee of the representative of the West Alabama Consortium.

The Marion County Board of Education reserves the right to reject any and all bids and to award the bid in a manner deemed to be in the best interests of the West Alabama Consortium. If any provisions of the bid award or written contracts emanating from the award are in conflict with Alabama's bid law, the bid award and resultant contract are declared null and void.

The vendor's representative must complete and sign the attached Itemized List Bid Proposal form, Vendor Certification page, and the form titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Transactions."

Envelopes containing bids should be sealed and clearly and marked on the outside of the envelope, **CNP Bid *Ice Cream and Frozen Novelties Bid* # 26-07. Bids are** due by 2:00 PM, August 11, 2026**.** Bids should be mailed or hand-delivered to Jennifer Roberts, CNP Director, Marion Board of Education,188 Winchester Drive, Hamilton, AL 35570.

INSURANCE

The Contractor must maintain throughout the life of this contract and pay for professional liability insurance covering errors, omissions or negligent acts with limits of not less than $3,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this agreement. A claims-made policy which is not renewed or replaced, must have an extended reporting period of two (2) Years. Additionally, the contractor shall procure and maintain against claims under the Worker's Compensation Act and from claims for damage because of bodily injury to others (including employees of the districts), death to others, damage to the property of others, and claims for damages arising during the performance of the contract whether caused by him or anyone directly or indirectly employed by him. The limits of liability insurance shall not be less than $1,000,000 per occurrence/$3,000,000aggregate Commercial General Liability, $1,000,000 Automobile Liability. *The certificate of insurance shall be made in favor of and unconditionally* named as *an additional insured, "The Board of Education."* The certificate of insurance must be provided with this RFP/bid.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Updated May 30, 2018

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11247, "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 government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR

part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

(e) Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 17, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

(f) The contract may be terminated by the County with a sixty (60) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the contractor of any liability of the county for damages sustained by virtue of a breach by the contractor.
(g) See Board Policy for Code of Conduct.
Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement

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

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

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

(2) Requirement.

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

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

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

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

(f) Cost reimbursable contracts—

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

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

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

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

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

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

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

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

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

(g) Geographic preference.

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

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

INSTRUCTIONS TO BIDDERS

The following requirements for the CNP Bid-***Ice Cream and Frozen Novelties*** 26-07 for Marion County Schools have been developed in accordance with the terms and conditions of the Alabama Bid Law and shall be a part of the contract document as fully as if they were written verbatim into those documents, and all bidders shall take them into account when preparing estimates.

Listed below are instructions to bid on this project for the Child Nutrition Program of Marion County Board of Education:

- Sealed bids may be mailed to: Jennifer Roberts, CNP Director, Marion County Board of Education, 188 Winchester Drive, Hamilton, Alabama 35570.

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

- Unit Cost prices are not to exceed two decimal places. The decision of the Marion County Board of Education will be final on any question of pricing.

- USDA regulations prohibit schools from paying service charges and/or interest. Vendors are thus prohibited from making such charges.

- By submitting bids, all vendors agree to and accept the provisions of the specifications and considerations.

- Any requests for substitutions to the items listed in this Invitation to Bid must be received and approved by the CNP Director by **5 days before bid opening**. Reasons for requesting the substitution must be specified in comparison to the specifications of this bid document. Samples of any substituted items must be delivered to all districts named within the bid. These samples should be delivered 5 days before bid opening. A copy of any approved substitutions will be sent to all vendors in an amendment.

- All prices submitted in this proposal are to be delivered prices and shall not include any state or local taxes. Marion County Board of Education is not liable for Federal Excise or State Sales Tax.

- Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to the destinations provided.

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

- All bidders must make proposals in accordance with the requirements and specifications and on the enclosed proposal form, or the bid will not be considered.

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

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

- The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid, delivered to the various destinations, in amounts ordered. Bidders shall not specify order or delivery requirements. Bidders shall provide ice cream freezers as needed.

- The Marion County Board of Education reserves the privilege to re-bid or renegotiate any item(s) if price(s) are beyond the amount anticipated or negotiations are unsatisfactory.

- All inquiries regarding this Invitation to Bid shall be directed to the CNP director through e-mail or phone to: Jennifer Roberts, CNP Director, Marion County Board of Education, 188 Winchester Drive, Hamilton, AL 35570, 205-395-1025 or jroberts@mcbe.net.

- Marion County Schools reserves the right to award this bid on an all-to-one vendor basis.

- All prices quoted shall be F.O.B. the ordering school cafeteria and shall be guaranteed for a period of 365 days after award of contract.

- The vendor shall sign the attached certification sheet in accordance with the information requested. If this sheet is not signed, the Marion County Board of Education cannot classify this offer as a legitimate bid. It is imperative that the bidder carefully read all terms and conditions of the bid.

- It shall be the responsibility of the vendor to replace all damaged goods and to file all freight claims.

- A certification statement from the U.S. Department of Agriculture regarding debarment and Suspension shall be submitted. This statement MUST be completed and returned with

the bid form, or the bid shall not be considered.

- A refusal by the first lowest qualified bidder may result in the bid being awarded to the next lowest bidder meeting the requirements and specifications. It is not the practice of the Marion County Board of Education to purchase based on a low bid only. Quality, conformity with specifications, terms of delivery and payment, delivery schedule, past service and experience are factors that may be considered in awarding the bid.

- The Boards of Education intend to pay invoices net 30 days. Therefore, the successful bidder must furnish two (2) invoices for each school attached to a shipping ticket that has been signed by the Manager or his/her designee.

- Vendors need to offer online ordering capability. Bidders shall not specify order or delivery requirements. Bidders shall not specify order or delivery requirements.

- A schedule for delivery will be developed with the successful bidder that will meet all the requirements of the school programs for food and food supplies.

- Bidders must make proposals strictly in accordance with the requirements and identification and in proposal format provided, otherwise, the bid will not be considered.

- Should a bidder find discrepancies in or omissions from the bidding document or should be in doubt as to the meaning; clarification should be requested by calling Jennifer Roberts, Child Nutrition Director please call 205-921-1903.

- The Marion County Board of Education reserves the right to reject any and/or all bids or any part thereof, to waive technicalities or informalities, and to award the contract to other than the low bidder, if cause can be documented.

- Rejection of Bids:

- The Marion County Board of Education may reject a bid, but not limited to the following, if:
    1. The bidder misrepresents or conceals any material fact in the bid.
    2. The bid does not conform to the bid documents.
    3. The bid does not comply with requirements, specifications, and conditions of the bid document.
    4. It is deemed in the best interest of the Marion County School system.
    5. Failure to mark the envelope as required.
    6. Failure to sign bid document.
    7. Failure to provide requested information or other details of the bid.
    8. Failure to sign and include Debarment and Suspension Certificate.
    9. Failure to provide a bid before the deadline of the bid opening
    10. Failure to bid on ALL items listed.

11. All bid items should be Smart Snack-approved and contain no artificial colors.

- Price Escalation/De-escalation. All price increases/decreases shall be based on the new published manufacturer's selling price for the goods (milk and produce) specified herein.
- The Marion County Board of Education is not liable for Federal Excise or State Sales Tax.

1. Standard District Conditions:

2. This contract shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Alabama. Contractors providing service under this Request for Proposal, herewith, assures the school districts that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 1247, entitled "Equal Employment Opportunity", as amended by Labor regulation (41 CFR Part 60). State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices. Contractor shall comply with applicable federal, state, and local laws and regulation pertaining to wages, hours, and conditions of employment. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment for audit purposes and to make said records available upon request. Contractors are required to be in compliance with the Clean Air Act, Clean Water Act, and Environmental Protection Agency regulations.

3. By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, and is in all respects fair and without collusion or fraud.

4. Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the school system, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement, or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school systems shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

- All potential bidders must be licensed to do business in Alabama and must be registered with the Alabama Secretary of State.

- All quotations must be in ink or typewritten. Mistakes may be crossed out and corrections inserted adjacent and initialed by the signer of the bid.

- No bid shall be withdrawn or modified after the time set for bid opening.

- Bids received after the time set for the bid opening will not be considered.

- The bid will be awarded at the first scheduled Board Meeting following the opening of the bid.

- The awarding of the bid shall take place after the bid has been approved or rejected by the Board of Education.

- Failure on the part of the school system or the successful bidder to comply with the provisions of this contract may result in contract termination.
    a. Each party shall follow the procedure outlined below if a contract is to be terminated.
    b. All transactions shall be sent by Registered or Certified Mail.

  Step 1. Issue warning letter and outline violations and length of time to correct the problem.
  Step 2. Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
  Step 3. Issue letter to cancel contract.

SPECIAL INSTRUCTIONS

DETAILED SPECIFICATIONS

West Alabama Consortium desires to establish a contract for Ice Cream & Frozen Novelties, any uses of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size, and quality of materials, products, service, or equipment considered best adapted to the City/County's intended use. All products shall meet USDA "Smart Snacks in School" nutritional standard for snacks. The determination of whether an item meets the guidelines is accomplished through the use of the Smart Snack Calculator, see link below:

https://foodplanner.healthiergeneration.org/calculator/

The nutrition label, list of ingredients, and child nutrition product specification sheet MUST BE PROVIDED for all Ice Cream Novelties, Ice Cream Cups and Juice Bars and submitted with the bid for all products to be considered. Ice Cream & Frozen Novelties, such as (ice cream cups, frozen fruit bars, ice cream sandwiches etc.) shall be furnished and delivered, meeting the minimum state requirements, Grade "A" and/or pasteurized, packed in 3 oz/4 oz containers (ice cream cups). Ice cream products shall arrive firmly frozen at the time of delivery, the frozen food

compartment of the delivery truck shall register a temperature of 10-degree Fahrenheit or less. The ice cream and frozen novelties products delivered to the cafeterias shall be placed, by the contractor, in walk-in coolers/freezers as designated by the cafeteria manager. The West Alabama Consortium reserves the rights to have a representative inspect the contractor's establishment and delivered products at any time during the contract period. Packaging that is considered in unacceptable condition (crushed, torn, dented, partially or fully opened, etc.) will be rejected or returned and appropriated credit shall be provided. Items with an expiration date within (7) seven days of the date of delivery will also be rejected or returned and appropriated credit shall be provided. The Child Nutrition Director or their designees reserve the right to deem the packaging or expiration as unacceptable. Consistent shipment of the unacceptable product will result in immediate termination of this contract. Bidders shall submit their guaranteed policy with their bid. To assist the vendor(s) in the prompt handling of damage claims, the ordering facility will provide the following: 1) Record any evidence of visible damage on all copies of the delivery carrier's invoices. 2) Report damage of delivered goods to the carrier immediately and in writing, within seven (7) days of delivery. 3) Retain the item and its original form, including inner packing material, until an inspection is performed by the carrier and disposition given by the contract supplier. Awarded vendor is expected to furnish the brand and/or quality of products that the bidder disclosed in response to the solicitation. However, in such circumstances that the Contractor is unable to furnish the brand listed on the solicitation, a higher quality product, as determined by the West Alabama Consortium member designed, may be substituted. No substitutions are allowed without prior approval of requesting department and/or West Alabama Consortium member (s).

ALLERGENS: All Ice Cream and frozen items should be produced in a nut free facility.

Delivery Address, Points of Contact, and Billing Instructions

School Delivery Address:

Contact:

Telephone:

Email:

Fax:

Billing Address:

Special Delivery Instructions:

Notes:

Bid Specification/Proposal Form

Return Bid along with the completed US Department of Agriculture form (AD- 1048) and other enclosed forms to:
Jennifer Roberts, Child Nutrition Director
Marion County Schools
188 Winchester Drive
Hamilton, AL 35570
By 2:00 PM, CDT, on Tuesday, August 11, 2026.
In compliance with your invitation to bid on the Ice Cream and Frozen Novelties 26-07 bid, the undersigned proposal to furnish Marion County Schools in compliance with the terms and conditions listed in the Instructions to Bidders, the price set forth is the net school cost delivered.

ALLERGENS: All ice cream and ice cream novelties are made in a nut-free facility.

Marion County Schools reserves the right to award the bid firm bottom line.

PRICE LIST

"ICE CREAM & FROZEN NOVELTIES" ALL ITEMS MUST MEET SMART SNACKS

				Bid	Bid
Item No.:	**Item**	**Description**	**Ounces per Item**	**Pack/Size**	**Pricing per Ounce**
1	Chocolate Bar	A creamy chocolate center surrounded by artificially flavored fat free ice cream and cake crunch			
2	Fruit Punch Freeze Polar Blast Bar	A fruit punch flavored frozen fruit juice bar.			
3	Juice Rush Cherry Blue Raspberry	A cherry and blue raspberry flavored frozen snack made from 100% real fruit juice.			
4	Juice Rush Strawberry Mango	A natural strawberry mango flavored frozen snack made from 100% fruit juice.			
5	Low Fat Chocolate Cup	A single serving of low fat chocolate ice cream in a plastic cup			
6	Low Fat Chocolate Sundae Cup	A single serving of low fat vanilla ice cream with chocolate sauce in a 3 oz. plastic cup			
7	Low Fat Cookies & Cream Sandwich	Low fat cookies & cream flavored ice cream and chocolate wafers.			
8	Low Fat Cookies & Cream Cone	A low fat, cookies and cream ice cream cone.			
9	Low Fat multi colored Cone	A wacky colored vanilla ice cream cone.			
10	Low Fat Party Sandwich	Low fat cupcake flavored ice cream and natural rainbow sprinkles between two vanilla wafers.			
11	Low Fat Strawberry Sundae	A single serving of low fat vanilla ice cream with strawberry sauce in a plastic			

		cup.			
12	Low Fat Vanilla Cup	A single serving of low fat vanilla ice cream in a plastic cup.			
13	Low Fat Vanilla Chocolate Twist Cone	A low fat, artificially flavored vanilla and chocolate twist ice cream cone.			
14	Non Fat Vanilla Yogurt	Fat Free vanilla frozen yogurt in an insulated foam cup.			
15	Non-Fat Cotton Candy Yogurt Twister Cup	Cotton candy flavored fat free frozen yogurt in a twister cup.			
16	Orange Sherbet	Cool, tasty, and refreshing orange sherbet in an insulated foam cup.			
17	Raspberry Sherbet	Cool, tasty, and refreshing raspberry sherbet in an insulated foam cup.			
18	Reduced Fat Vanilla Mighty Mini Sandwich	Vanilla Ice Cream wedged between two delicious chocolate wafers.			
19	Strawberry Scooter Bar	A strawberry center core covered with artificially flavored fat free vanilla ice cream and cake crunch.			

Bottom Line Price:_____

Bid Proposal Form

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

Submitted by:

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

Contact Information:

_____	_____
Street Address (Physical Address)	P.O. Box
_____	_____
City/State/Zip Code	City/State/Zip Code
(____) _____ Ext. _____	(____) _____
Business Telephone	Alternate Telephone
_____	_____
E-mail Address	Business Entity's Web Address

Total Bid Amount: _____

THIS BID MUST BE NOTARIZED _____Day of _____, 20___

_____
Notary Public

ALABAMA STATE LICENSE NO. _____

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

VENDOR CERTIFICATION

In compliance with your invitation to bid on the items listed in this bid document, the undersigned proposes to furnish Marion County Schools Ice Cream and Frozen Novelities in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Jennifer Roberts, CNP Director
Marion County Schools
188 Winchester Drive
Hamilton, AL 35570

Bids will be opened ***on Tuesday, August 11, 2026 at 2:00 PM (CST*)**, **at Marion County Board of Education.** The Marion County Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. The entire bid will be awarded to one vendor.

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in the attached Invitation to Bid specifications.

Signature: _____

Type or Print Name: _____

Title: _____

Date Submitted: _____

Name of Company: _____

Mailing Address: _____

_____

Telephone: _____

E-mail address: _____

*Vendor should retain a copy of the completed bid for their company's records.

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

The company bidding is:

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

Partnership: _____ Sole Owner: _____

Include a copy of your current Alabama Business License and proof that your business is registered with the Alabama Secretary of State.

I certify that the Company has been conducting food and/or food supplies successfully for a minimum of (5) five years.

Authorized signature: _____ Title: _____

I certify that the above information is true and correct:

Authorized signature: _____

Print/type name of authorized person: _____

Title: _____

PLEASE CHECK THE APPROPRIATE STATEMENTS:

This Bidder is a:

_____Women-owned business *(51% or more women-owned, & operated)*
_____Sole Proprietor (*Provide SSN of the proprietor)*

_____Male-owned business
_____Non-profit business
_____Corporation
_____Partnership

The Bidder is a Qualified Disadvantaged Company:

_____ Black American
_____ Hispanic American
_____ American Indian
_____ Asian Pacific American
_____ Asian Indian American
_____ Disabled

_____ Other socially / economically disadvantaged designation
Please specify:
_____

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

Bidder is a: _____Contractor, please specify type: _____

_____Distributor
_____Manufacturer
_____Manufacturer's Representative
_____Service

_____Retailer
_____Wholesaler
_____Other: _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1.This bid has been independently arrived at without collusion with any other bidder or with any competitor.

2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.

3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.

4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing on its behalf.

COMPANY: _____

PRINT/TYPE NAME

OF AUTHORIZED PERSON: _____ **TITLE: _____**

SIGNATURE: _____

(Officer of the Company)

Reference Form

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

1. Name: _____

   Address: _____

   City/State/Zip Code: _____

   Telephone Number: _____

   Company Name: _____

   Contact Person: _____

   Contact Person Title: _____

2. Name: _____

   Address: _____

   City/State/Zip Code: _____

   Telephone Number: _____

   Company Name: _____

   Contact Person: _____

   Contact Person Title: _____

3. Name: _____

   Address: _____

   City/State/Zip Code: _____

   Telephone Number: _____

   Company Name: _____

Contact Person: _____

Contact Person Title: _____

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that

- He/she is legally authorized to bind the company hereby represented
- The company being represented is and has been authorized to do business in the area of food and food supply sales for a minimum of the past (5) five years
- The company is licensed to do business in Alabama
- The company is registered to with the Secretary of State
- Certify that he/she has examined and fully comprehends the requirements of and specifications for FOOD and FOOD SUPPLY SALES FOR THE WEST ALABAMA CONSORTIUM CHILD NUTRITION PROGRAMS

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

COMPANY:

_____

ADDRESS:

_____

CITY/STATE/ZIP CODE:

_____

TELEPHONE:

_____

DATE:

_____

PRINT/TYPE NAME OF AUTHORIZED PERSON:

_____

TITLE: _____

SIGNATURE: _____(Officer of the Company

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (dX2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to

and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ( ) if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)
As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of
any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.
Notice shall include the identification number(s) of each affected grant.

- -

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

U.S. DEPARTMENT OF AGRICULTURE Form AD-1048

Certification Regarding Debarment, Suspension, Ineligibility,

and Voluntary Exclusion – Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

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

_____

Organization Name PR/Award Number or Project Name

_____

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

_____

Signature(s) Date

Form AD-1048 (1/92)

Instructions for Certification

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

transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

HB56- Alabama Immigration Law Compliance

MEMORANDUM

To:	CONTRACTORS AND GRANTEES
FROM:	Chief School Financial Officer
DATE:	December 13, 2018
RE:	H.B. 56 – ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to direct your prompt attention to Alabama Immigration Law Compliance flow-down requirements that went into effect on January 1, 2012. These requirements apply to entities that employ one or more employees in Alabama. The requirements are as follows:

1. PROVIDE your local school system (the Board) proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Immigration Law Compliance;*

0. SUBMIT to your local school system (the Board) an *E-Verify Memorandum of Understanding* if enrollment with E-Verify is required (entity has one or more employees);

3. PROVIDE your local school system (the Board) a signed *Notice of Alabama Immigration Law Compliance Contract Requirements,* which contains contractual provisions;

4. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance - Subcontractor.*

The requirements above, imposed by Alabama's Immigration Law, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."[1] As a Contractor or a Grantee, if these obligations do not apply to you, please indicate such on the attached affidavit by completing the appropriate certification.

If you contract with more than one school system, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting Boards. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement. Please submit these documents within 10 days of the receipt of this letter. Failure to submit this requested information will result in the removal of your company from the Marion County Board of Education active vendor file. If you have any questions, please contact me at 205-486-9231 ext. 6.

[1] ALA. CODE §§31-13-9 (a) and (b). *See* http:// www.ago.state.al.us/ File-Immigration-AL-Law-2011-535 . The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as §32-6-9. (the"Act")

[2] A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration.
This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §31-13-3(3)

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

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

OR

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

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

PART II- (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)
State of Alabama: County of _____

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

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

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

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

Signature of Affiant,

_____

Sworn to and subscribed before me this _____ day of___.

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

Signature and Seal of Notary Public,

_____

TO BE RETURNED TO THE MARION COUNTY BOARD OF EDUCATION

Alabama Immigration Law Compliance Requirements to all Contractors of the Marion County Board of Education

As a Contractor to the Marion County Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1987, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

Under the law, every prospective contract entered into by the Board with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1987, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify (if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, the Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. The contractor shall also enroll in the E-Verify Program (if required) before performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. The contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project and shall include in all of its contracts a provision substantially similar to this paragraph. If the Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, job site, or premises of the Board and shall comply with the Immigration Reform and Control Act of 1987, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that either there is no formal written contract between the Board and the Contractor (such as where business is conducted by purchase order), or if the parties neglect or fail to include the above

language in a formal written contract, this document shall serve as the Alabama Immigration Compliance Contract and the provisions set forth shall apply fully to the Contractor.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

_____ _____

Contractor Officer or Owner Signature/Date Print Name/Title/Company

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE –SUBCONTRACTOR

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 3l - l3-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations. **State of Alabama**: County of _____

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

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as_____(your position) for_____(name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations. I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Fonn I-9s for each of its current employees and has a good faith belief that it has complied with ALA.CODE§§31-13-9(c)and(d).

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

Signature of Affiant_____

Sworn to and subscribed before me this_____ day of_____ I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public:

To be returned to the Contractor or Grantee of the Marion County Board of Education.

CNP Federal Provisions

All funds being administered through ALSDE under the Child Nutrition Program are Federal and are government Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.

1. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246- Part 60.
2. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
3. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)
4. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), supplemented by Department of Labor regulations (29 CFR Part 5).
5. Bidders 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.
6. Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
7. Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
8. Bidders must comply with the Byrd Anti-Lobbying Amendment (3 I U.S.C. 1352).
9. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
10. Bidders must comply with the requirements of Debarment and Suspension (Executive Orders 12549-12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government exclusions I System of Award Management (SAM), in accordance with the OMB guidelines at 2.180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., . 189) and 12689 (3 CFR part suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory _____regulatory authority other than Executive Order 12549.
11. Bidders must comply with the Buy American provision (7 CFR part 210.21). The term 'domestic commodity product' means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term "substantially" is defined by USDA as meaning that over 51 percent of the final processed product consist of agricultural commodities that were grown domestically.

I certify by my signature below that I have received the above ACTS and that I will abide by them.

Company **Signature**

Address **Print or type Name**

Phone Number **Date**

Bid Checklist of Required Items to Be Returned

_____ Proof of Insurance
_____ Good Agricultural Practices Certificate and/or United States Department of Agriculture
_____ (USDA) Inspection Certificate (PRODUCE BID ONLY)
_____ Bid Specifications/Proposal Form
_____ Vendor Certification
_____ Owner Disclosure Certificate
_____ Non-Collusive Bidding Certificate
_____ References
_____ Certification of Compliance with Specifications
_____ Certification Regarding Drug Free Workplace
_____ Certification of Debarment, Suspension, etc.
_____ USDA Form AD-1048
_____ Memo regarding HB56- AL Immigration Law Compliance
_____ Affidavit of Alabama Immigration Compliance- Subcontractor
_____ Child Nutrition Program Federal Acts
_____ E-Verify Certification Form on file as required by school board

USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: USDA Food and Nutrition Service, 1320 Braddock Place, Room 334, Alexandria, VA 22314; or (2) email: FNSCIVILRIGHTSCOMPLAINTS@usda.gov.

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