



# CRENSHAW COUNTY PUBLIC SCHOOLS

DODD HAWTHORNE  
Superintendent of Education

183 Votec Drive  
Luverne, Alabama 36049

## BOARD OF EDUCATION

Mrs. Sheri Claybrook  
Mr. Steve Hermeling  
Mr. Steven L. Jackson  
Dr. Charles S. Tompkins  
Ms. Annie Zeigler

### **INVITATION TO BID** **MILK PRODUCTS FOR CRENSHAW COUNTY SCHOOLS**

Bid Issue Date	August 8, 2022
Bid Due Date and Time	August 19, 2022 10:00 am
Bid Opening Date and Time	August 19, 2022 10:00 am
Bid Opening Location	Crenshaw County Board of Education
Installed By Date	August 2022
<b>Label sealed envelope: SEALED Bid No. 2022-14 MILK PRODUCTS (SY 2022-2023)</b>	

Sealed proposals will be received by the Crenshaw County Board of Education at 183 Votec Drive, Luverne, AL 36049. Bids will be publicly opened by the Superintendent and/or designated personnel on Friday, August 19, 2022 at 10:00 a.m.

Attached you will find the list of bid items along with instructions and special conditions concerning the bid. The enclosed E-Verify documents must be completed and submitted with your proposal. If your document is not submitted as requested, Crenshaw County Board of Education will not consider your offer a legitimate bid. Please read carefully all information contained in this document and retain for reference.

The Crenshaw County Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid. If you have any questions concerning this bid, please contact Mrs. Ruth Bayman, Child Nutrition Director, Crenshaw County Board of Education at (334) 335-6519 x.9204 or 334-268-2807. (email: [ruth.bayman@crenshaw-schools.org](mailto:ruth.bayman@crenshaw-schools.org))

Sincerely,

Ruth Bayman, CNP Director

cc: Bulletin Board  
Permanent File for Public Inspection  
Crenshaw County Public School Website

# INVITATION TO BID INSTRUCTIONS

**INTENT:** It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall Be responsible to supply milk

items to Crenshaw County Board of Education, Child Nutrition Program through sealed bids.

- **The Board/CNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached list Attachment A. The bid may be awarded in entirety or by line item, whatever is deemed in the best interest of the districts represented.** The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- The Board/CNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/CNP.

**GENERAL SCOPE:** The bidder shall comply with all requirements contained in these documents. Crenshaw County Board of Education is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4 (15) Code of Alabama 1975.

**CONTRACT TIME PERIOD:** The duration of this contract shall be August 1, 2022 through July 31, 2023. The Crenshaw County Board of Education reserves the right to extend this contract for two (2) additional twelve (12) month periods. Any contract extension is contingent upon the written approval of both the contractor and the Crenshaw County Board of Education to be agreed upon the for upcoming school year prior to the end of each school year.

## **BID SUBMISSION PROCEDURES:**

*The Crenshaw County Board of Education/Child Nutrition Program is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Child Nutrition Program.*

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked as shown in this document entitled **Bid No. 2022-14 MILK PRODUCTS (SY 2022-2023)**
- b) Bids must be received by the Board/CNP no later than the date shown on page #1 of this document entitled INVITATION FOR BID.
- c) Late bids shall not be accepted. The Crenshaw County Board of Education/Child Nutrition Program shall not be responsible for late receipts of bids. Bids must be mailed or delivered to the Crenshaw County BOE, 183 Votec Drive, Luverne, AL 36049.
- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents, the Bidder, in the

Board/CNP's sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board/CNP.

- e) The Board/CNP has the right to waive any and all informalities.
- f) RETURN DOCUMENTS:
  - o Signed Vendor Bid Form
  - o Debarment/Suspension Form
  - o E-Verify Documents
  - o W-9
  - o Product Specifications Sheet(s)

**AWARD DETERMINATION STATEMENT:**

- a) This IFB is intended to be awarded to a single or to multiple vendors by line item and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds, grant awards and approval of the Crenshaw County Board of Education.
- c) The Crenshaw County BOE/CNP will award an all-inclusive total bid contract to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB. The Child Nutrition Program reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the Child Nutrition Program to the successful Bidder(s) after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Crenshaw Co BOE/CNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Board/CNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

**PRODUCT DOCUMENTATION:** Product Specification Sheets are required to be submitted with bid documents.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ETC.:** Each bidder is required to complete the enclosed certification regarding debarment, suspension, ineligibility, and voluntary exclusion and return with bid proposal.

**E-VERIFY DOCUMENTATION:** Included E-Verify documents must be completed and returned with proposal. A contract cannot be awarded without this documentation.

**SUBSTITUTION CLAUSE:** Alternatives may be made only with prior approval of the Director of Child Nutrition 10 days prior to bid opening for approval. All alternates must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid.

**SHIPPING AND DELIVERY:**

- a) Deliveries can be made to schools between 6:30 a.m. and 2:00 p.m. Monday through Friday. Any exception shall be approved in writing by the Child Nutrition Director.

- b) No orders are to be left unless the manager or someone designated by the manager signs the invoice or delivery ticket. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified unless approved in writing by the Child Nutrition Director.
- c) The successful bidder will be responsible for the delivery of materials in first-class condition at the point of delivery and in accordance with good commercial practices.
- d) Merchandise will be delivered to the following schools:

Brantley High School  
887 N. Main Street  
Brantley, AL 36009  
Phone # 334-527-8879 ext. 1204  
Manager: Pam Cook 334-697-0026

Highland Home School  
18434 Montgomery Highway  
Highland Home, AL 36041  
Phone # 334-441-3424 ext. 3204  
Manager: Faye Frazier 334-304-0670

Luverne High School  
194 First Ave  
Luverne, AL 36049  
Phone # 334-335-3331 ext. 5204  
Manager: Kristy Watson 334-672-0137

- e) No substitutions on items, brands, grades, etc. are to be made by the vendor. Any substitutions must have prior consent of the Child Nutrition Program Director. Any substitution made without prior consent will be considered grounds for cancellation of the bid contract. All substitutions must be priced equal to the original bid price for the item for which the substitutions are being made.

**TRADE NAME, LABELS AND OTHER REQUESTS:**

- a) Bidders are required to provide information, recipes, ingredient information for all items.
- b) Upon request, the vendor shall submit instructions for use, maintenance and any other documents deemed necessary for compliance with specifications.
- c) All items shall be properly labeled.

**METHOD OF PAYMENT and PRICING INFORMATION:**

- a) The successful Bidder warrants that the bid price, terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.
- b) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.
- c) Prices will not include Federal Excise Tax or State Sales Tax.
- d) The Child Nutrition Program will make payment within (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the

product by the Board/CNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

- e) The cafeteria manager or designated person at each drop site must check the order in and sign the invoice. Any discrepancy shall be noted and signed on all copies of the invoice by the manager and delivery person. Orders left without a signature of school employee indicating the merchandise has been checked in will not be considered for payment.
- f) Invoices, at minimum, shall consist of the following information:
  - 1. Delivery location
  - 2. Item description and cost
  - 3. Extended cost for total quantity purchased
  - 4. Total cost of all products purchased

## **REGULATORY ITEMS**

### **REMEDIES FOR NON-PERFORMANCE OF CONTRACT AND TERMINATION OF CONTRACT**

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the *Bid Certification*, this Contract shall terminate upon the expiration of the contract term as stated on the *Bid Certification*.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this Contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this IFB,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA,
- (4) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- (5) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to

purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the Contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

**BUY AMERICAN STATEMENT (Food only):**

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Documentation must be received that requests (1.) Consideration on the use of domestic alternative foods before approving an exception and (2.) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and (3.) The use of a non-domestic alternative food due to the domestic good not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT:**

**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 (including gender identity and sexual orientation), 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>, from 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; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

05/05/2022

**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.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or 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.

**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).

**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.

**Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms (2CFR 200.321)** It is the intent of the Crenshaw County Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms. Small businesses, woman and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals or noncompetitive proposals (2 CFR 200.321).

Positive efforts include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 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;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 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
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Procurement of Recovered Materials** (2 CFR 200.322) (if applicable)

An SFA 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.

## Attachment A – CCBOE Bid Specifications and Quote Sheet

	<b>Description</b>	<b>Prf. Pkg</b>	<b>Stock #</b>	<b>How Packed</b>	<b>Estimated Usage</b>	<b>Vendor Count</b>	<b>Unit Price</b>	<b>Total Extension Price</b>
1	FAT FREE MILK – ALL FLAVORS	½ PINT PAPER			162,000			
2	LOW-FAT 1% ALL FLAVORS	½ PINT PAPER			25,000			
3	FAT FREE MILK – ALL FLAVORS	½ PINT PLASTIC			337,000			
4	LOW-FAT 1% ALL FLAVORS	½ PINT PLASTIC			25,000			
5	Buttermilk, NONFAT	½ GALLON			150			
6	Buttermilk, NONFAT	1 GALLON			25			
7	MILK, SKIM	1 GALLON			5			
<b>TOTAL BOTTOM LINE PRICE FOR BREAD PRODUCTS</b>								

**Bidder must complete the How Packed Column; prices are based on bid unit as noted. \*\*\*\*Usage is an estimate.**

## VENDOR BID FORM (Attachment B)

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Child Nutrition Program on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: Crenshaw County Board of Education/Child Nutrition Program

This Bid is submitted on this date: \_\_\_\_\_

This Bid is valid for 365 days from that date of the public opening of the bids.

Unless items are specifically excluded in the Bid, the Child Nutrition Program shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

**Total Bid Price:** \$ \_\_\_\_\_

**Authorized Signature of Bidder** \_\_\_\_\_

**Printed Name/Title** \_\_\_\_\_

Bidder attests that: He/she has thoroughly reviewed this IFB and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# CRENSHAW COUNTY PUBLIC SCHOOLS

DODD HAWTHORNE  
Superintendent of Education

183 Votec Drive  
Luverne, Alabama 36049

## BOARD OF EDUCATION

Mrs. Sheri Claybrook  
Mr. Steve Hermeling  
Mr. Steven L. Jackson  
Dr. Charles S. Tompkins  
Ms. Annie Zeigler

## MEMORANDUM

**TO:** CONTRACTORS AND GRANTEES  
**FROM:** KEN WESLEY, CHIEF SCHOOL FINANCIAL OFFICER  
**DATE:** AUGUST 9, 2022  
**RE:** H.B. 56 - ALABAMA IMMIGRATION LAW COMPLIANCE

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

1. PROVIDE your local school system (the Board) proof that you are in compliance with the immigration law by timely submitting a notarized *Affidavit of Immigration Law Compliance*;
2. SUBMIT to your local school system (the Board) an *E-Verify Memorandum of Understanding* if enrollment with E-Verify is required (entity has one or more employees);
3. PROVIDE your local school system (the Board) a signed *Notice of Alabama Immigration Law Compliance Contract Requirements*, which contains contractual provisions;
4. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Immigration Law Compliance - Subcontractor*.

The requirements above, imposed by Alabama's Immigration Law, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."<sup>1</sup> As a Contractor<sup>2</sup> 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 Crenshaw County Board of Education active vendor file. If you have any questions, please contact my office at 183 Votec Drive, Luverne, AL 36049 or call (334) 335-6519.

## AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

<sup>1</sup> 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")

<sup>2</sup> 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).

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.

**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.

\_\_\_\_\_

Signature

**OR**

**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, 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 confirming 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 \_\_\_\_\_, 2\_\_\_\_.

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 CRENSHAW COUNTY BOARD OF EDUCATION**

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

As a Contractor to the Crenshaw 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 1986, 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 1986, 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, 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. Contractor shall also enroll in the E-Verify Program (if required) prior to 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. 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 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, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If 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

**Please execute and return to the Crenshaw County Board of Education within the next 10 days**

**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 31-13-9 (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 Form 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 \_\_\_\_\_, 2\_\_\_\_.

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 Crenshaw County Board of Education.**



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

AD-1048

Lower Tier Covered Transactions

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 Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

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 and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

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

Form with fields: ORGANIZATION NAME, PR/AWARD NUMBER OR PROJECT NAME, NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S), SIGNATURE(S), DATE

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, gender identity (including gender expression), sexual orientation, 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 responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. 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 (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) 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: 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.



**Instructions**  
**for**  
**Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page I in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# BIDDER REQUIRED DOCUMENTS CHECKLIST

## BID #2022-0014 MILK BID SY 2022-2023

REQUIRED DOCUMENTS CHECKLIST					
Bid received from:					
SIGNED VENDOR BID FORM					
DEBARMENT/SUSPENSION FORM					
E-VERIFY DOCUMENTS					
W-9					
PRODUCT SPEC SHEETS / INGREDIENTS					