

CPOAlabama State Department of Education



**Request for Proposal
RFP ALSDE 2026-03**

STATEWIDE PROCUREMENT - MANUFACTURER DIRECT BID ITEMS

**Alabama State Department of Education
Child Nutrition Programs**

Inquiries related to this RFP are to be emailed to:

Cindy Gillespie
Office of Operations
Alabama State Department of Education
Email: rfpproposals@alsde.edu

Deadline: NEW ELECTRONIC PROCEDURES FOR SUBMISSION

Proposals must be received no later than 4:00 p.m. on March 24, 2026.

It is required that each vendor clearly note the RFP Number & Vendor Name in the subject line and email to: rfpproposals@alsde.edu

The proposal package must contain the following and be submitted electronically.

1. The proposal must be signed by an official authorized to legally bind the vendor to the information provided.
2. Must be currently registered with the Alabama Department of Finance, Division of Procurement as a State Vendor and provide vendor number. [Division of Procurement](#)
3. The vendor must complete the affidavit for business entity/employer/vendor. Verification of enrollment in E-verify shall be presented on the form found in Appendix A.

Pursuant to Alabama Administrative Code Rule 355-4-3.03(12), proposal openings are not open to the public

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Section 1.00 Administrative Overview

1.1 Purpose and Background

Purpose:

The purpose of this RFP is to establish a contract(s), between ALSDE and the vendor(s), for food and supplies used in Child Nutrition Food Service Programs throughout the state. This contract will establish a maximum price that an awarded distributor(s) will pay for any item covered by the contract during the term of that contract. ALSDE will establish a contract(s) for the distribution of these items to the awarded distributor(s) and other qualified recipients under another contract(s).

Background:

This is a competitive bid. Several manufacturers have been approved to submit bids on items of this RFP. The items listed on the attached Product Identification/Bid Sheets are the ones you've been approved to bid on, and you are the only manufacturer shown. The Items listed are chosen and preferred by ALSDE; other Items from a different or the same MFG must be approved by ALSDE. **Please be aware that other manufacturers may submit bids on the items shown on your bid sheet.**

1.2 Anticipated Time Table

3:00 p.m. on March 11, 2026 Question Submission Deadline

3:00 p.m. on March 13, 2026 Question Responses Due

4:00 p.m. on March 24, 2026 Proposal Submission Deadline

NOTE: All Questions must be emailed to rfpqanda@alsde.edu by the deadline noted above. All Q & A will be posted in STAARS and on the Alabama Achieves website Alabama State Department of Education - Alabama Achieves on the designated date noted above.

1.3 Proposal Evaluation

An Evaluation Team will review the proposals and make a recommendation. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

Evaluation Criteria:

Lowest line item or bottom-line pricing for item which meets or exceeds item specifications. The product must be equal to or better than the line item as specified on the spreadsheet. Then the price will be the final determination

Diversion of USDA Funds:

After this RFP is awarded, ALSDE may elect to divert a portion of USDA Foods dollars for cheese, tomatoes, and potatoes towards the purchase of commercially packed items on this list of items. These items include but are not limited to pizza with 100% cheese, tomato items, frozen potato items.

Best and Final Offers:

The ALSDE may either accept a vendor's initial proposal by award of a contract or enter into discussions with vendors whose proposals are deemed to be reasonably acceptable for consideration for award. After discussions conclude, a vendor may be allowed to submit a "Best and Final Offer" for consideration in a manner and method prescribed by the ALSDE. By submitting a proposal each

vendor accepts and agrees to all conditions and requirements herein.

The ALSDE will make all decisions regarding evaluation of the proposal. The ALSDE reserves the right to judge and determine whether a request is compliant with and satisfactorily meets the requirements of the RFP. The ALSDE reserves the right to waive technical and other defects if, in its judgment, the interest of the ALSDE so requires. Any further information disclosed about the RFP during this process will be provided to all vendors in a manner and method prescribed by the ALSDE.

Rejection of Proposal:

ALSDE reserves the right to reject any or all proposals it deems non-responsive, late in submission, or unsatisfactory in any way. ALSDE shall have no obligation to award a contract for work, goods and/or services as a result of this RFP.

Qualified bidders aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer. *See generally* State of Alabama Department of Finance Administrative Code Regulations at [Administrative Code | Chapter 355-4-1](#).

Confidentiality:

All information contained in the RFP is considered to be the exclusive property of the ALSDE. Recipients of this RFP are not to disclose any information contained within the RFP unless such information is publicly available. This RFP is provided for the sole purpose of allowing vendors to respond to these specifications.

Selection Process:

The ALSDE will select the vendor(s) that provides the most technically sound and cost-effective proposal that best meets the needs of the ALSDE. Final selection of the successful vendor(s) will not be based solely on cost. The vendor(s) product will be evaluated primarily on the scope of the activities linked to associated costs as detailed in the RFP. RFPs will be reviewed to ascertain that minimum requirements have been met. The ALSDE reserves the right to conduct discussions with potential vendors to clarify information contained in their proposals, but the ALSDE has no obligation to do so. This may include requesting a presentation of top finalists for final scoring. The vendor will provide notice to the ALSDE of any partnership with another firm to provide parts of the solution; however, the vendor must provide management of the partner and is responsible for all project performance. Any subcontractor or partner will be subject to the same vetting process as the vendor, and the vendor is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFP. This will be a multi-vendor award.

Unless provided by law, nothing in this RFP shall be construed to create any legal obligation on the part of the ALSDE or any respondents. The ALSDE reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue the RFP in whole or in part, at any stage. In no event shall the ALSDE be liable to respondents for any cost or damages incurred in connection with the RFP process, including, but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the ALSDE for any costs, expenses, or fees related to the RFP. All supporting documentation submitted in response to the RFP will become the property of the ALSDE. Respondents may also withdraw their interest in the RFP, in writing, at any time, as more information becomes known. If, within the confines of this RFP, the contents of the RFP, including any intellectual property the vendor provides to the ALSDE as part of the RFP, are subject to Open Records Act laws and thus is subsequently in the public domain.

Intent to Award

The Alabama State Department of Education, (ALSDE) will send out an intent to award to participating vendors, defining the protest period. The CNP Director or her designee is the awarding authority and as such is a signatory on the agreement/contract.

Disclaimer Notice:

The ALSDE shall not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

Availability of Funds:

It is expressly understood and agreed that the obligations of the ALSDE to proceed are conditioned upon the continued availability of funds that may be expended for these purposes.

1.4 Conditions and Terms**Contract Terms:**

ALSDE intends to execute an initial contract with distributor(s) for a period of two (2) years, beginning July 1, 2026, with contract renewals equaling no longer than three (3) additional years, pending written agreement of the distributor and ALSDE dependent upon required state approvals, availability of funds, performance evaluations of the project, at full discretion of ALSDE. The contract will commence pending CNP Director or her designee signature, and all other necessary legal signatures.

The vendor shall be fully prepared to commence work after full execution of the contract by parties and the receipt of required governmental approvals.

Proposals must reference each element in the RFP by number on the cover of each copy and be arranged in the same sequence. All fees and costs are to be stated in United States currency. Vendors must reply to each element of the RFP.

Vendor Responsibility:

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

Product Identification:

This is a qualified product specification. Vendors must bid on the specific products requested. Deviations from this requirement will not be considered. Any bid submission of "alternates" will be rejected. Any bid submission of non-preapproved items will be rejected.

Liability:

After the awarding of a contract, the vendor will be liable for any expense, including legal fees, incurred by ALSDE or any school district because of violations of the contract terms by any vendor.

Gifts, Rebates, Gratuities:

Acceptance of gifts from vendors and the offering of gifts by vendors is prohibited. No employee of ALSDE or any school district within Alabama or any other entity purchasing or receiving food under provision of the RFP shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate or gratuity. Violations of this provision and conflicts of interest are punishable under the laws of the State of Alabama and Federal Regulations.

Application:

It is understood and agreed to by the distributor that this contract is entered into solely for the convenience and for any economic advantage afforded to the SFA's of the State of Alabama participating in our programs. These SFA's are made up of public schools, private schools, and child and adult care facilities. All purchases made by or for the SFA's of products included under provisions of this contract shall be purchased from the distributor receiving the award and shall be the product specified by the contract. Distributors cannot substitute items unless approved by ALSDE.

Disclaimer:

Employees of the ALSDE and school districts have acted exclusively as agents of the state for the award, consummation and administration of this contract and are not liable for any performance or non-performance on the part of any school district, or other qualified participant or any third-party participant.

Standard Contract Conditions:

- a. This contract shall be governed in all aspects as to jurisdiction, validity, construction, capacity, performance, and otherwise by the laws of the State of Alabama and the United States. Vendor shall comply with applicable Federal, state and local laws and regulations. The state of Alabama has legal jurisdiction.
- b. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
- c. The vendor agrees to retain all records and other documents relative to this agreement for three (3) years after the end of each contract year. The school, recipient agency, its authorized agents and/or state/Federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated
- d. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and/or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this RFP.
- e. By signing this document, the vendor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The vendor certifies that collusive bidding is a violation of Federal law and can result in fines, prison sentences and civil damage awards.
- f. Vendors must comply with the Buy American provision (7 CFR part 210.21). The term 'domestic commodity or 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 consists of agricultural commodities that were grown domestically. The Federal Nutrition Service encourages specifications using Federal funds to require

100% domestically grown and processed products. The exceptions to the Buy American requirements that ALSDE may consider are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive research and bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. ALSDE will consider approving non-domestic items resulting in savings of a minimum of 10%.

ALSDE further requires that all non-food items being bid comply with the Buy American provision as domestic products. Due to the nature and high volume of school orders, it is necessary to ensure a constant supply of items from readily available sources.

Volume:

The quantities indicated on the bid form are based on previous year's purchases and are accurate to the best of our ability to gather data. However, distributors must understand the fact that a quantity stated on an item does not constitute a guarantee to purchase an amount more than actual requirements. Usage may increase or decrease on an item. ALSDE and participating SFA's are not liable for excess inventory.

Firm Bid Price:

Each item will be bid separately (line item) or by groups (bottom line) as indicated on the Product Identification/Bid Sheet(s). Price shall be applicable to bid unit. Payment term discounts will not be considered.

ALSDE is requesting firm pricing for the term of the contract. It is understood that, with some categories of food, firm pricing for this bid period may not be realistic. Therefore, vendors will be permitted to apply for price changes not more than twice during the term of the contract. The first request will not be considered within the one hundred eighty (180) day period immediately following the effective date of the contract (July 1, 2026). A second request for a price change shall not be considered until after an additional 180-day time frame. Any request for a price increase must be substantiated by product cost figures applicable to the pricing for the original bid and to the increase being requested. These figures must be verifiable by legitimate market bulletins, Consumer Price Index, Agricultural Marketing Service reports, etc. Requests made on the basis of profit margin increases will not be accepted. Invoices are not satisfactory documentation. If the vendor's price increase is not justifiable, ALSDE reserves the right to seek an alternate vendor, provided however, that the alternative agreement will be made with an alternate vendor whose price is in the best interest of ALSDE and must be commensurate with the change in the market price.

The 180-day price change requirement will be waived in approved situations where the market is affected by natural causes, "Acts of God," Force Majeure, or any other emergency beyond the parties' control.

In the event there is a drop in the market price of any item or items covered by the contract, ALSDE will request a reduction in pricing by the vendor. Should the vendor refuse, ALSDE reserves the right to seek an alternate vendor, provided however, that no agreement will be made with an alternate vendor that does not provide a price lower than the price provided by the contract with the awarded vendor, and the reduction must be commensurate with the reduction in the market price.

Cash Discounts:

Because the contract is to provide pricing for use by distributor(s), cash discounts are not required and will not be used in the award. Cash terms may be made available to distributors at the discretion of the vendor.

Rebates, Promotional Allowances and Volume Incentives:

The vendor is required to identify any and all rebates, promotional allowances, and incentives to ALSDE. Federal law regarding the Federal Funds used in the awarding of this bid requires all rebates, promotional allowances and incentives to be returned to ALSDE and does not allow distributors to qualify for any promotional allowances and incentives offered in this bid.

Each vendor must list all rebates, promotional allowances, and volume incentives by product line and designate the amount of the promotional allowance or volume incentive on the Product Identification Bid Sheet(s) for each item. ALSDE will file promotional allowance requests to vendors on a monthly basis. Remittance shall be made to ALSDE.

Vendor understands that product(s) are purchased by distributors and then sold to recipients. Monthly promotional allowance requests filed by ALSDE on behalf of recipients are based on the month the product is sold to the recipients. In the event of cancellation by the vendor of the entire contract or specific product(s) during the contract period or at the time of annual renewal, the vendor is responsible for payment of promotional allowances for product(s) delivered to recipients for 90 days after the cancellation or until all distributor's inventory of that product(s) is depleted whichever comes first.

Rebates must be quoted on the Product Identification Bid Sheet(s) and will be included in the determination of the award.

ALSDE encourages and highly recommends that all bidders competing for Manufacturer Direct Bid Items offer rebates as justification for direct contracts.

Freight:

All bids shall be offered F.O.B. Distributor Point with freight charges being the responsibility of the vendor. For purposes of determining freight, most of the potential distributors are located in or close proximity to the following cities:

Birmingham, AL Dothan, AL Gadsden/Oxford, AL Montgomery, AL

Termination:

- a. This contract shall be in effect for twenty four (24) months beginning July 1, 2026, with the option of renewal for three (3) additional 12-month periods unless cancelled for justifiable cause by ALSDE or the vendor. Notwithstanding any other provision of this agreement, both parties shall be deemed to have retained all administrative, contractual and legal rights and remedies to which they may be entitled upon termination. The contract may be canceled by either party for cause or convenience with sixty (60) days written notice. ALSDE is the responsible authority for the settlement and satisfaction of all contractual and administrative issues.
- b. If either party shall fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the agreement by giving sixty (60) days' written notice, or, in the case of

ALSDE, effect such other arrangements as ALDSE deems desirable during the continuation of the vendor's inability or failure to perform.

- c. In case of default on the part of a vendor, ALSDE will authorize distributors to acquire substitute items not available due to the default from either an alternate vendor or other necessary sources. ALSDE shall hold the defaulting vendor responsible for excess cost caused by the default, however, the substitute items shall be equal in quality and quantity, as determined by ALSDE. The ALSDE will allow vendors the opportunity to rectify significant problems before canceling their contract. However, ALSDE reserves the right to restrict and/or disqualify a vendor from future RFPs originating from this office.

The vendor is expected to deliver to the awarded distributor(s) the full amount ordered by the distributor. Failure to deliver the necessary quantities without notification to the distributor and ALSDE shall allow ALSDE to obtain product from an alternate vendor. All costs of the replacement product shall be paid by the vendor failing to deliver the required amount of product.

- d. In the event written notification of an unsatisfactory product(s) is received from Child Nutrition Program directors of the districts participating in the statewide procurement program, the vendor will be notified the product(s) in question are proving to be unsatisfactory. Unsatisfactory includes, but is not limited to:

- 1) Portion/serving size is consistently less than the size required for that item in the specifications
- 2) Description/packaging differences from the approved product affects school staff preparation
- 3) Failure to provide an adequate supply of product
- 4) Taste and/or texture of the product is unacceptable to the students
- 5) Formulation changes that result in the product no longer meeting the approved criteria

ALSDE will notify the awarded vendor in writing as to the nature and extent of the problem(s). If the vendor is unable to correct the problem(s) in a timely manner the vendor will be provided written notification that product(s) is unsatisfactory. At that time the product(s) may be cancelled, and no additional orders will be placed for the unsatisfactory product(s). Inventories of the cancelled product(s) will be the responsibility of the vendor and removal must be coordinated with the participating distributor(s) within thirty (30) days. The vendor will be held responsible for resolving any payment/refund issues between them and the distributor for the inventory on hand at each participating distributor(s) at the time of cancellation.

In the event of a cancellation initiated by the vendor, the vendor will be required to honor the contract, all orders and rebates/promotional allowances for up to ninety (90) days to continue as a source or sources of supply until a new or replacement contract(s) is completed. Cancellation by ALSDE does not relieve the vendor of any liability arising out of a default or non-performance.

- e. In the event of a cancellation initiated by the vendor, the vendor will be required to honor the contract, all orders and rebates/promotional allowances for up to ninety (90) days to continue as a source or sources of supply until a new or replacement contract(s) is completed. Cancellation by ALSDE does not relieve the vendor of any liability arising out of a default or non-performance.
- f. Any of the following such occurrence(s) shall be referred to as a Force Majeure: war, riot, acts of public enemies, or other disorders, strike or labor of other work stoppage, fire, flood, natural disasters, epidemics, pandemics, Acts of God, or any other act not within the control of the party

whose performance is interfered with or material shortage is a result of, and which, by reasonable diligence, such party is unable to prevent.

In the event of a Force Majeure the vendor will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the vendor and ALSDE. Neither the vendor nor ALSDE shall be responsible for any losses resulting from failure to perform any terms or provisions of the contract, except for payments of monies owed, if the party's failure to perform is attributable to circumstances beyond reasonable control.

Product Changes:

The products identified in this RFP have been selected based on the best information available. Should changes in the product formulation and/or acquisition of domestic products occur after the bid is awarded, the vendor must notify the ALSDE thirty (30) days in advance of any proposed change and provide a copy of the new product name, product code number, ingredient statement, and nutritional analysis. Failure to notify ALSDE of any change in product formulation may result in permanent disqualification of the product.

If changes in the formulations from the original specifications render the product unacceptable or if the nutritional value of the new product is unacceptable, the ALSDE reserves the right to remove the product from the qualified products list, to discontinue purchase of the product and to seek an alternate vendor of an acceptable product.

Product Protection Guarantees:

School districts have product protection recourse against manufacturers for product safety. The manufacturer whose name and address appear on the package is the party responsible. Vendors are expected to take immediate action to correct any situation in which product integrity is violated.

Future Modifications:

Approved products may be listed by vendor and only those products if specifically listed are eligible to be bid. During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10 % of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount (not to exceed 10%) of additional goods that will be allowed during the next contract renewal year.

Section 2.00 Scope

2.1 Scope of Vendor's Work and Responsibilities

The purpose of this RFP is to establish a contract(s) between ALSDE and the vendor(s), for food and supplies used in Child Nutrition Food Service Programs throughout the state. This will be a multi-vendor award. These contracts will establish a maximum price that an awarded distributor(s) will pay

for any item covered by the contract during the term of that contract. ALSDE will establish a contract(s) for the distribution of these items to the awarded distributor(s) and other qualified recipients under another contract(s).

The contract(s) will be effective on July 1st, 2026. Vendors that are awarded contracts under this RFP will be expected to deliver products to these successful distributor(s) effective July 1st, 2026.

The successful bidding distributor(s) will become the vendor responsible for purchasing, warehousing and distributing the products. Vendors are obligated to furnish the items covered by the contract at prices that do not exceed the contract price in the quantity requested by the awarded distributor(s).

Section 3.00 General Requirements

3.1 Requirements of Proposal- Vendors will need to provide specification sheets for the line item(s) for which they are bidding.

Product Identification/Bid Sheet(s) Form:

You must complete and electronically submit the RFP Product Identification Bid Sheets. Only enter bids for the items you are approved for and wish to be awarded. You may leave blank items you do not wish to bid on. Bid pricing must be presented on the form supplied herein. The RFP Product Identification Bid Sheets are working papers to be used by ALSDE for extension verification and determination of the low bidding vendor.

Instructions to Bidding Vendors:

- (1) This is a competitive bid. Several manufacturers have been approved to submit bids on each item of this RFP. The items listed on the attached Product Identification/Bid Sheets are the ones you've been approved to bid on, and you are the only manufacturer shown. **Please be aware that several other manufacturers will submit bids on the items shown on your bid sheet.**
- (2) Vendors must prepare bids on Product Identification/Bid Sheet(s). No altered bid sheets will be accepted.
- (3) In the space provided, list the price for the unit specified such as case or pound.
- (4) The usage figures are accurate to the extent of our capability to capture that information. However, the fact that the figures are presented does not obligate ALSDE or to purchase in that volume.
- (5) Bids must be offered per bid unit identified. Bids for units other than those identified may be rejected.
- (6) If a vendor is offering a rebate, promotional allowance, or volume discount, the price quoted on the Bid Form (Extended Net Pricing) shall be the base bid less any rebate multiplied by usage volume resulting in the net extended price which shall be the price used for making the award.

Section 4.00 General Terms and Conditions

4.1 Governance

This RFP and its terms shall be governed and construed according to the laws of the state of Alabama. Any dispute arising out of this RFP shall be brought in the state of Alabama, with venue in Montgomery County, Alabama. Vendors agree to comply with all applicable federal and state laws and regulations.

Per the current FPPM (Fiscal Policy and Procedures Manual): Non-appropriation and Proration (Section 41-4-144(c)).

[State Of Alabama Comptroller | Fiscal Policy & Procedures](#)

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the vendor is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

Additional Federal Regulations include:

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

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).

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

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.

4.2 Immigration

Submission of proposal by the vendor is vendor’s acknowledgement they must be aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and that the vendor is enrolled in E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended:

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the state of Alabama. All contracts with the State or any political subdivision thereof must fully comply with each provision as provided by law.

A proposal must include a statement that the vendor has knowledge of this law and is in compliance. Before a contract is signed, the vendor awarded the contract must submit a Certificate of Compliance using the form at Appendix A. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at [Homeland Security](#).

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract. *Rev.5-24-13*

4.3 Conflict of Interest

The vendor attests that no employee, officer, or agent of the vendor shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an award. The officers, employees, and agents of the vendor, if selected as the career planning system vendor, shall neither award nor offer gratuities, favors, nor anything of monetary value from vendors or subcontractors.

4.4 Discrimination

USDA FNS Nondiscrimination Statement (FNS)

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, 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:

Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410

Fax: (202) 690-7442

Email: program.intake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

Alabama Non-Discrimination Statement:

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 694-4717.

APPENDIX "A"

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject): _____
_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

- 1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.
a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.
EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.
(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____ .

_____ Name of Contractor/Grantee/Recipient
By: _____
Its _____

The above Certification was signed in my presence by the person whose name appears above, on
This _____ day of _____ 20_____

WITNESS: _____
_____ Printed Name of Witness