

**Alabama State Department of Education**



**Request for Proposal**

**RFP ALSDE 2021-06**

**CHILD NUTRITION PROGRAMS TECHNOLOGY SYSTEM**

**Alabama State Department of Education**

**Child Nutrition Programs**

**Note: FAXED OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED.**

Inquiries and response submissions related to this RFP are to be addressed to:

Cindy Gillespie

Office of Operations

Alabama State Department of Education

50 N. Ripley Street, Room P305

Gordon Persons Building

Montgomery, AL 36104

Email: [cgillespie@alsde.edu](mailto:cgillespie@alsde.edu)

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**Deadline:**

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**Proposals must be received no later than 4:00 p.m. on 7/23/2021.**

**It is required that each vendor clearly mark the envelope RFP ALSDE 2021-06 in the lower left corner of the envelope (Response packages that are not marked will be rejected).**

The proposal package must contain the following:

1. Original proposal plus six copies with original signatures (The proposal must be signed by an official authorized to legally bind the vendor to the information provided). One (1) electronic copy on a USB flash drive in MS Word format.
2. Must be currently registered with The Alabama Department of Finance, Division of Purchasing as a State Vendor and provide vendor number. <http://www.purchasing.alabama.gov>
3. The vendor must complete the affidavit for business entity/employer/vendor. Verification of enrollment in E-verify should be presented on the form found in Appendix A.

**Proposal Opening**

**7/26/2021**

**9:00 am**

**Gordon Persons Building, CNP Conference Room**

**50 North Ripley Street**

**Montgomery, AL 36104**

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**Section 1.00 Administrative Overview**

**1.1 Purpose and Background**

**Purpose:** ALSDE Child Nutrition Program is the administering “State Agency” (SA) of seven (7) programs under the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) for the State of Alabama along with a Statewide Procurement Program (SWP). These programs include:

- Child and Adult Care Food Program (CACFP)
- Commodity Supplemental Food Program (CSFP)
- National School Lunch Program (NSLP)
  - Fresh Fruits and Vegetables (FFVP)
  - Seamless Summer Option (SSO)
  - USDA Foods in Schools
  - Afterschool Snack (ASSP)
- School Breakfast Program (SBP)
- Special Milk Program (SMP)
- Statewide Procurement Program (SWP)
- Summer Food Service Program (SFSP)
- The Emergency Food Assistance Program (TEFAP)

ALSDE CNP is wanting to implement a statewide universal CHILD NUTRITION PROGRAMS/FOOD DISTRIBUTION management system and STATEWIDE POINT OF SALE (POS) system to meet the needs of the state’s sponsors and streamline the entire application process, claims for reimbursement, auditing, training, and all other needed requirements of the USDA regulations.

ALSDE CNP is seeking a proven vendor that can provide solutions to address current and future needs. We envision this system to be fully integrated, customizable, user friendly and use the latest technology available. The application must be capable of collecting the data required by Federal, state, and local institutional regulations and requirements, while allowing the end user to perform operational tasks and generate information required by these agencies.

**Background:** ALSDE CNP provides leadership, guidance, training and technical assistance on nutritional education, nutritional standards, policies, and procedures, as well as state and Federal regulations; claim processing and program application for private schools, childcare centers, adult day care centers, family day care centers Residential Child Care Centers (RCCI), afterschool at-risk programs, SFSP, TEFAP, CSFP and SWP sponsors. The current system utilized by ALSDE to administer these programs, Child Nutrition Online Application, has required ongoing, custom upkeep to maintain compliance with Federal guidance and regulations.

ALSDE CNP does not currently have a statewide POS system. Until now, each School Food Authority (SFA) has had the responsibility to purchase and maintain a system of their choosing without ALSDE funding support, or specification oversight. As a result, multiple vendors and products are currently being used throughout the state. The desire is to provide a single-sourced comprehensive and fully integrated management system that can be implemented to all SFA POS sites in Alabama that combined to serve over 83 million breakfast and lunch meals in the 2018-2019 program year.

Modern and robust technology is critical for the administration of these programs, which are complicated in nature. These programs impact Alabama citizens and numerous government agencies, school districts, non-profit and for-profit organizations, businesses, faith-based organizations, military installations, and others.

ALSDE views this as an opportunity to solve systemic problems at the state and local level while also providing a vehicle for improving financial and operational capacities. CNP program sponsors are required to have a process in place for

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correctly performing meal counting and claiming in order to receive reimbursement for the meals served. CNP program sponsors are also required to operate their food service program and funds efficiently and profitably. This project will help satisfy those Federal requirements while also providing the opportunity for countless other efficiencies and improvements that would not be possible without a standardized statewide system.

ALSDE as the SA is a required consumer of POS sourced data (via CNP program sponsors reporting) to satisfy many Federal reporting requirements and to monitor program compliance. The SA is also required to train program sponsors on program requirements and implementation best practices. Utilizing a statewide system will greatly improve the accuracy of the POS sourced data and build a statewide knowledge base greatly increasing the training and guidance the SA can provide SFAs to operate and grow their programs.

Each CNP program sponsor will continue to use and maintain the system of their choosing until both ALSDE and the program sponsor determine they are ready to switch over to the new system. In addition, there shall be no additional costs charged to the program sponsor because of switching from their current system to the system the vendor provides unless they purchase additional modules.

**1.2 Anticipated Timetable**

<b>Solicitation Activity</b>	<b>Time*</b>	<b>Date</b>
Public Notice of RFP	n/a	6/30/2021
Proposal Submission deadline	4:00 pm CST	7/23/2021
Proposal Opening	Est	7/26/2021
Invitation to Top 3 ranked respondents to deliver oral presentation/demonstrations, on or about	Est	7/28/2021
Oral Presentation/Demonstrations from Top 3 ranked respondents	TBD	8/02/2021-8/06/2021
Intent to Award Announced	Est	8/09/2021
Contract Start, (Subject to State Approval)		9/15/2021
Initial software product to be purchased	COB	9/30/2021

**\*Dates are approximate and subject to change**

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**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:

Vendor qualifications and experience	35 points
Budget Proposal (must be detailed to include costs for: software, development/customization, training/implementation, travel, and on-going maintenance)	30 points
Detailed description and delivery of training materials, presentations, and/or modules	35 points

**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 consideration for award. After discussions are concluded, 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 has satisfactorily met 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 which are deemed to be 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.

**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 that provides the most technically sound and cost-effective proposal that best fits the needs of the ALSDE. Final selection of the successful vendor will not be based solely on cost. The vendor 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 in order to clarify information contained in their proposals, but the ALSDE has no obligation to do so. The vendor will provide notice to the ALSDE any partnership with another firm to provide parts of the solution; however, the vendor must provide

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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.

Unless provided by law, nothing in this RFP shall be construed to create any legal obligation on the part of ALSDE or any respondents. 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 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 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 point in time, as more information becomes known. If, within the confines of this RFP, the vendor provides intellectual property be it understood that all RFP contents are subject to Open Records Act laws and thus are subsequently in the public domain.

Only the final results of the ALSDE Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or score will not be considered public. The final results of the ALSDE Evaluation Committee will not be publicly available until a final contract has received all necessary approvals.

Open Records act requests can be made at the following website:

[https://alsde.mycusthelp.com/WEBAPP/\\_rs/\(S\(f5sv2dmcmpb2aknppsajshwn\)\)/supporthome.aspx](https://alsde.mycusthelp.com/WEBAPP/_rs/(S(f5sv2dmcmpb2aknppsajshwn))/supporthome.aspx)

**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 is conditioned upon the continued availability of funds that may be expended for these purposes.

**1.4 Conditions and Terms**

**Contract Terms:**

The contract resulting from this RFP is renewable for one additional year pending written agreement of the vendor & ALSDE. The contract will commence pending Legislative Review Committee approval and Governor's signature.

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 should 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.

**1.5 Federal Contract Conditions:**

All funds being administered through ALSDE under the Child Nutrition Program are Federal and are governed by Federal Regulations. All contractors must comply with and report violations of the following Federal contract requirements as applicable. Please see Attachment B Child Nutrition Programs Required Federal Provisions to ensure all requirements are met by the contractor.

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**Section 2.00 Scope**

**2.1 Scope of Vendor's Work and Responsibilities**

- a. ALSDE is seeking a proven vendor partner that can provide solutions to address current and future needs. We envision this system to be customizable, user friendly and use the latest technology available. The solutions must be capable of collecting the data required by Federal, state, and local institutional regulations and requirements, while allowing the end user to perform operational tasks and generate information required by these agencies.
- b. The prospective vendor shall propose a comprehensive solution to administer all seven (7) USDA Programs, and associated functional areas detailed in this RFP
- c. The prospective vendor shall have significant experience implementing and supporting child nutrition program services for government organizations.
- d. The prospective vendor must be bondable. As proof of meeting this requirement, the prospective vendor shall submit a Letter of Bondability from an admitted Surety Insurer with its proposal submission. The letter must unconditionally offer to guarantee to the extent of one hundred percent (100%) of the annual contract price the prospective vendor's performance in all respects of the terms and conditions of the RFO and the resultant contract. The prospective vendor shall be required to provide ALSDE with the Performance Bond described in this section upon award of contract.

**2.1.1 USDA FNS Programs**

- a. The future system shall act as the comprehensive, primary tool by which the ALSDE CNP administers each of the following seven (7) programs:
  1. Child and Adult Care Food Program (7 CFR part 226)
  2. Commodity Supplemental Food Program (7 CFR part 247)
  3. National School Lunch Program (7 CFR part 210)
    - Fresh Fruits and Vegetables
    - Seamless Summer Option
    - Afterschool Snack
    - USDA Foods in Schools (7 CFR part 250)
  4. School Breakfast Program (7 CFR part 220)
  5. Special Milk Program (7 CFR part 215)
  6. Summer Food Service Program (7 CFR part 225); and
  7. The Emergency Food Assistance Program (7 CFR part 251)
- b. The ideal future system shall provide the following:
  1. An industry-standard solution that can be maintained without the expense of custom coding.
  2. Regular, vendor-provided updates to ensure compliance with evolving Federal guidance and regulations.
  3. The capacity to support additional USDA Programs that may be administered by ALSDE CNP in the future.
  4. An expanded administrative toolset for each Functional Area specified in this RFP to introduce efficiencies and enhanced performance to the workflow of the ALSDE CNP.
- c. The future system must provide the following:
  1. A comprehensive solution utilizing effective administrative tools to support the State administration of all the FNS Nutrition Programs listed in 2.1.1; and
  2. Ongoing compliance with all State and Federal regulations, including without limitation, 2 CFR part 200, and 7 CFR parts, 210, 215, 220, 225, 226, 235, 247, 250, and 251.

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**2.1.2 Program Administration Functional Areas**

- a. The ALSDE CNP administrative areas of responsibility shall include, without limitation:
  1. Providing training and technical assistance to institutions.
  2. Monitoring each program's performance
  3. Leveraging information from the future system to facilitate expansion of each program in low-income and rural areas
  4. Ensuring effective operation of the Programs by participating institutions.
- b. The following is a list of Functional Areas that provide specific kinds of support to meet these administrative responsibilities.
  1. Appeals
  2. Application
  3. Audit/Review
  4. Billing and Claims Process (See Attachment A)
  5. USDA Foods Ordering and Inventory Control
  6. Communication (correspondence, alerts, notifications, and public reporting)
  7. Compliance
  8. Financials
  9. Monitoring and Reporting (to state agency and Federal partners)
  10. Training
  11. System Administration
- c. For each functional area and in each program, the ideal future system must:
  1. Automate and streamline to the highest degree possible
  2. Provide detailed, timely, and customizable reporting and data visualization; and
  3. Accommodate the addition of USDA programs not currently utilized in Alabama.
- d. The future system **must** provide the following services, features, and functionality:

Compliance of each Functional Area in each program with current Federal and state requirements for FNS Nutrition programs

  1. Ongoing automated updates as required to maintain compliance with evolving Federal regulations and guidance
  2. Accurate reconciliation and error reporting
  3. Specialized audit reports as mandated by Federal and State requirements
  4. Capability of Program participants to enter/update/upload data directly into the system
  5. Capabilities for program participants to not experience duplicative activities or data entry when participating in more than one program.
  5. Automated workflows
  6. Reduction of manual processes
  7. Improved operating efficiency and accuracy; and
  8. Flexible payment options.

**2.1.3 Systems Requirements**

- a. IT Requirements. Alabama CNP utilizes a standard set of IT requirements applicable to all incoming IT procurements. The future system must meet the following requirements:

The ALSDE CNP Standard IT Requirements for all software systems must meet minimum network security standards for systems containing Health Insurance Portability and Accountability Act of 1996 (HIPPA) and



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Family Educational Rights and Privacy (FERPA) data. Any data transferred between any system must use a secure web services method and all software will be hosted in our secure data center.

- b. Interfaces. The future system must provide effective data exchange protocols with Federal, state, and third-party systems:
1. Federal systems include, without limitation:
    - i) USDA CACFP Eligibility System
    - ii) USDA National Disqualified List
    - iii) USDA Financial System (for Emergency Disaster Payments)
    - iv) US Bureau of Labor Statics; and
    - v) US Census Bureau.
  2. State Interfaces include, without limitation:
    - i) ALSDE Student Enrollment Data (currently PowerSchool)
    - ii) ALSDE Accounting System
    - iii) State of Alabama Accounting and Resource System (STAARS)
  3. 3rd Party systems include without limitation:
    - i) a variety of Child Care Management Software
    - ii) Local Educational Agencies (LEAs)/School Food Authorities (SFAs) current POINT of SALE (POS) system (for those not utilizing the future universal POS system)
    - iii) LEAs/SFAs Accounting Systems
- c. Data Migration and Conversion. The Child Nutrition Programs database contains historical data for the FNS Nutrition programs in Alabama. The prospective contractor shall convert and migrate data specified by ALSDE Information Service (IS) into the future system.
- d. System Size. ALSDE CNP estimates future system utilization at fifty (50) CNP users and five thousand five hundred (5500) sponsor, sites, food banks, charitable institutions, and other institutional users.

**2.1.4 Implementation**

- a. The State of Alabama employs staggered annual application/renewal periods for its FNS Nutrition Programs:
1. Summer Food Service Program.
    - i) Applications are open for all entities in January.
    - ii) Applications must be submitted by June 15 and approved prior to operating.
    - iii) The typical number of SFSP Sponsors and sites (2021) are estimated at one hundred thirty (130) and fifteen hundred (1500), respectively.
  4. The National School Lunch Program, School Breakfast Program, SSO, FFVP, ASSP and the Special Milk Program.
    - i) The application period is from April through May.
    - ii) Alabama CNP typically has one hundred ninety (190) SFAs participate in these programs, including, without limitation, private schools, residential childcare facilities, and juvenile detention centers. The typical number of sites is estimated at sixteen hundred (1600).
  3. The Child and Adult Care Food Program.
    - i) These applications can be accepted and approved year-round and are renewed each year.
    - ii) The renewal period opens August 1 and closes September 30 to ensure continuity of services.

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- iii) There are three (3) different aspects of this program:
  - 1. Child Care Center and Daycare home
  - 2. Adult Care Centers
  - 3. At Risk afterschool care
- iv) The typical number of participants and sites is estimated at fourteen hundred (1400).

b. Training

- 1. The ALSDE CNP employs approximately fifty (50) staff that will directly utilize the future system.
- 2. As noted above, in the State of Alabama there are over 5500 participants in the FNS Nutrition Programs who will utilize the future system.

c. The Prospective Contractor shall:

- 1. Enact an effective implementation plan with a minimal implementation period to “Go-Live”.
- 2. Enact an effective initial and ongoing training program for ALSDE CNP staff and institutional participants.

d. The Prospective Contractor shall provide the following:

- 1. A detailed implementation plan for a future system incorporating the staggered program deadlines in section 2.1.4a.
- 2. A dedicated on-site Project Manager for the duration for the project implementation. The Project Manager must have sufficient prior experience to address the specifics of this project.
- 3. A detailed training plan, initial, and ongoing training for ALSDE CNP staff on the future system. Training plans must be flexible enough to accommodate both in-person and remote trainings.
- 4. A detailed training plan, initial, and ongoing training for institution, sponsor, and site staff on the future system. Training plans must be flexible enough to accommodate both in-person and remote trainings.

**2.1.5 System Maintenance and Support**

- a. Upon contract award, the prospective contractor shall, in coordination with ALSDE CNP staff, develop a detailed maintenance and support plan for ALSDE CNP, institutional, sponsor, and site staff.
- b. Upon the successful implementation of the future system, the prospective contractor shall provide maintenance of and support to ALSDE CNP for the future system for the duration of the contract.

**2.2 Scope of Alabama State Department of Education's Work and Responsibilities**

ALSDE CNP is the administrator of seven (7) programs under the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) for the State of Alabama along with a Statewide Procurement Program. These programs include:

- Child and Adult Care Food Program (CACFP)
- Commodity Supplemental Food Program (CSFP)
- National School Lunch Program (NSLP)
  - Fresh Fruits and Vegetables (FFVP)
  - Seamless Summer Option (SSO)
  - USDA Foods and Schools
  - Afterschool Snack (ASSP)
- School Breakfast Program (SBP)

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- Special Milk Program (SMP)
- Statewide Procurement Program (SWP)
- Summer Food Service Program (SFSP)
- The Emergency Food Assistance Program (TEFAP)

The ALSDE Child Nutrition Program provides leadership, guidance, training and technical assistance on nutritional education, nutritional standards, policies, and procedures, as well as state and Federal regulations; claim processing and program application for private schools, childcare centers, adult day care centers, family day care centers and Residential Child Care Centers (RCCI), afterschool at-risk programs and Summer Food Service Programs. The current system utilized by ALSDE to administer these programs, Child Nutrition Application, has required ongoing, custom upkeep to maintain compliance with Federal guidance and regulations. The ALSDE CNP is wanting to implement a statewide universal child nutrition application to meet the needs of the state's sponsors and streamline the entire application, reimbursement, auditing, training, and entire needed requirements of the USDA regulations.

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**Section 3.00 General Requirements**

**3.1 Requirements of Proposal**

The vendor must provide the following mandatory information. **Failure to provide this information may be cause for the proposal to be rejected.** Qualifications, experience, and cost will be evaluated for contract award. The proposal may be submitted under the same cover with Vendor Requirements and Cost Proposal in two distinct sections. E-verify information is required to be submitted for all employees to include contractors of the vendors if necessary and applicable.

**Part I**

**Signed Cover Letter:**

The cover letter shall serve as the first page of the vendor's proposal. The vendor shall complete the cover letter and attach it to the proposal in response to the RFP. The cover letter must be signed by an official authorized to legally bind the vendor. It will state that the vendor is a legal entity that will meet the specifications. The cover letter must accompany the submitted proposal. The letter accompanying the proposal must have original signatures and must include contact numbers and e-mail addresses for the authorized official signing the letters.

**Part II**

**Vendor Qualification and Experience:**

Vendor shall provide satisfactory evidence of the vendor's capability to coordinate the types of activities and to provide the services described in the RFP in a timely manner. Special attention should be given to the discussion of qualifications. The discussion shall include a description of the vendor's background and relevant experience as related to the required activities in the RFP.

**Part III**

Vendor shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of this RFP. The response must be prepared and organized in a clear and concise manner that is easily understandable.

**Vendor Organization:**

Describe your organizational structure and explain how your organization qualifies to be responsive to the RFP requirements.

**References:**

The vendor shall provide a minimum of three (3) references that can support and validate training and outcomes, including names or persons who may be contacted, position of person, addresses, and phone numbers where similar training to that described in this RFP have been conducted.

**Executive Summary:**

An executive summary is required. This summary will condense and highlight the contents of the vendor's proposal.

**Part IV**

**Cost Proposal:**

Vendor shall include the fee structure and pricing for the training sessions/program. The vendor shall submit a cost proposal in addition to other required information.

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**Subcontractor Disclosure:**

If the execution of work to be performed requires the hiring of Subcontractors, **you must clearly state this in the bid proposal and provide qualification for such individuals.** Sub-Contractors must be identified and the services they will provide or work they will perform must be clearly defined. The ALSDE will not refuse a proposal based upon use of a Sub-Contractor; however, the ALSDE reserves the right to refuse the Sub- contractor you have selected. Contractor and associated personnel shall remain solely responsible for the performance of all work, including work that may be sub-contracted.

Describe your rationale for utilizing Subcontractors including relevant past experience partnering with stated Subcontractor(s). Documents for E-verification of subcontractors are the sole responsibility of the contractor and must be available upon request to ensure compliance.

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**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.

This contract shall be in effect for twelve (12) months with the option of renewal for four (4) additional 12-month periods unless cancelled for justifiable cause by ALSDE or the distributor. Notwithstanding any other provision of this agreement, both parties shall be deemed to have retained any and 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.

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 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 Force Majeure circumstances beyond the reasonable control.

**4.2 Immigration**

The proposal must contain a statement that the firm is aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; a statement that the vendor is enrolled in the E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended:

**BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT**

**COMPLIANCE**

**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 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 <http://www.uscis.gov>.

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract.

*Rev.5-24-13*

**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

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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.

**4.3 Discrimination**

**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.

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**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



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# **Attachment A**

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**Accounting Specifications**

**Billing & Claims Processing System (summary)**

Specifications for Accounting include 3 parts (Meal Counting\Claiming\Meal Reimbursements\Claim Interface to STAARS, Federal Financial Reporting)

Billing & Claims Processing System for all Programs in AL (NSLP, CACFP, SFSP, FDCH, FFVP)

Claim Edits within the CNP Online Application (see list of Edits per program)

In accordance with USDA-7 CFR Subtitles A&B Parts 210-299 & Parts 3000-3099

Ongoing compliance with all State and Federal regulations, including without limitation, 7CFR parts 200, 210, 215, 220, 225, 226, 235

Claim Processing \Executive System (to produce a payment once the site data has been approved)

Cumulative Meal Count Spreadsheet (showing all meals x rates for the fiscal year)

Subsidiary Data Source Reports (to be used for reconciling\balancing meals x rates to dollars paid)

Accurate reconciliation and error reporting & reduction of manual processes

USDA Financial\Meal Count Reports must be automated -FNS Reports (FNS10,44,418 & 777)

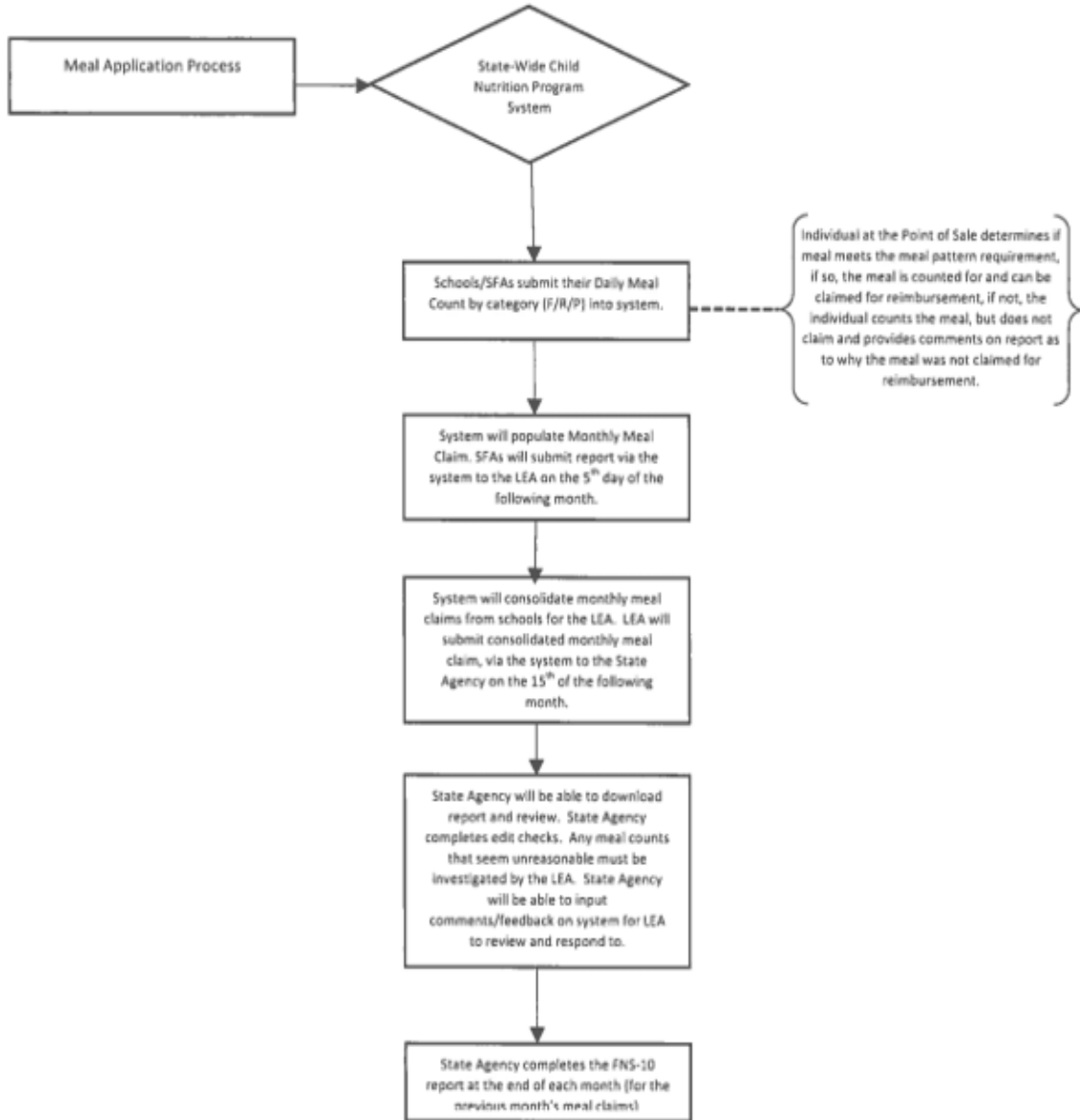
Claim Estimator (to produce claim data in the event a sponsor does not submit any data)

OTE-One Time Exceptions Process

Method to deposit refunds due to Admin Review & reduced meals

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**Meal Counting & Claiming Workflow**



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**Meal Counting, Claiming and Meal Reimbursement Claims (Part 1)**

The web-based system shall be able to perform /have the capability of the following key functions:

- Interface and link with all Local Educational Agencies (LEAs)/School Food Authorities (SFAs) current POINT of SALE (POS) system.
- Allow for LEAs/SFAs to input their daily meal count.
- Generate a monthly meal claim for the SFA, to be submitted to the LEA for review and approval.
- Allow for LEAs/SFAs to submit a monthly meal claim to the State Agency.
- Have a tracking mechanism in place. The system should be able to track who and when a user inputs data, completes and submits a report.
- Have an alert/notification feature. Shall alert all pertinent parties of a document if pending and no action is taken for more than 2 days.
- Have a mass notification feature where all pertinent parties are notified when a document/report has been reviewed and approved/disapproved.
- The solution will create an accurate claim for reimbursement from the school/site and aggregate site level information at both the sponsor/county and state levels.
- The solution must support state reimbursement tables including severe need breakfast, lunch bonus rates and other categories as may be defined in the future. Severe need breakfast gives a high lunch reimbursement for SFAs that qualify.
- The solution must determine a SFA's lunch bonus and a school's severe need breakfast status. Severe need breakfast is earned by schools that served 40% or more lunches to needy children in the second preceding year. Lunch bonus is earned by SFAs that served 60% or more free and reduced priced lunches in the second preceding year.
- The solution must perform edit checks using business rules either already in use or as may be determined in the future on claims at the school and SFA levels.
- The solution must identify duplicate student records and allow the user to decide which record to keep.
- The solution must allow bulk entry meal count by eligibility code on a daily and monthly basis. It must also support combining claims for RCCI sponsors with multiple sites/locations at both the site/school and SFA level. The system will maintain a journal of all meal count changes that includes date, time, user ID and value changed.
- Must include an OTE-One Time Exception Process to note when claims are late (only allowed once every 36 months)
- Must include a claim estimator to produce an estimate if no monthly claim is entered by the deadline
- Must include a method to deposit refunds due to administrative reviews & reduced meals
- The solution must allow export of county/district level NSLP claim to a third-party application for completion of the SA's payment process.

**CNP Claim Interface to STAARS (CGI Advantage) (Part 2)** Create a GAXII-XML file to be sent to State Accounting System (STAARS/CGI) resulting in payment produced either by EFT transaction or state warrant from the State of Alabama Comptroller's Office.

Basic requirements for interfaces with STAARS:

- The interface file format is to be of a predetermined XML structure and naming convention as required by the State Business Systems (SBS).
- The interface file is to be transmitted to a predetermined location and from a preauthorized location.
- The interface must be successfully tested and approved in conjunction with and by the SBS and/or their designees to be implemented in the production environment.

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- Work in conjunction with the ALSDE Child Nutrition Program, Accounting and Information Systems Staff and their designees throughout development to ensure the desired outcome.
- SBS provides a Document Interface Design (DID) as the source of specifications and information required.
- Work with the State of Alabama Comptroller's STAARS interface team for desired outcome and approval.

**Federal Financial Reporting (Part 3)**

System must generate the FNS 10,44,418 Meal Count Reports to include estimates for sponsors that do not submit a claim before the deadline & FNS 777\FNS 425 Financial Reports

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# **Attachment B**

**Request for Proposal (RFP)**  
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**CHILD NUTRITION PROGRAMS**  
**REQUIRED FEDERAL PROVISIONS**

*Disclaimer: This is a living document and is subject to revision. This is merely a guidance document and does not necessarily contain every requirement that pertains to a contract; ACDA accepts no liability for any of its contents. This document was created with input from the ACDA Education Committee, State Agencies, Recipient Agencies, and the Urban School Food Alliance.*

In addition to other contracts provisions required by the program regulations for the Federal award, all contracts made by a non-Federal entity under a Federal award must contain provisions set forth in 2 CFR 200.318 -.326 and 2 CFR 200 Appendix II., **as applicable**. Please note, however, that not all of these provisions must be included in every contract awarded by a program operator. If you are unsure whether you will need to include a specific Federal provision in your contract, please consult with your State Agency or an Attorney. There may be additional State or local requirements required, please consult with your State Agency. Program operators always need to follow the strictest of Federal, State, or local requirements.

**Below are the required Federal Provisions listed in [2 CFR 200 Appendix II](#) that may pertain to your contract:**

- **REMEDIES:** If the contract is for more than the simplified acquisition threshold currently set at **\$150,000**, your contract must include a clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.
- **TERMINATION:** If the contract is in excess of **\$10,000**, your contract must contain a clause that addresses termination for cause and for convenience by the school district including the manner by which it will be effected and the basis for settlement. The USDA does not prescribe the form or content of these clauses. Check with an attorney to determine if state or local law prescribes the use of specific language.
- **EQUAL EMPLOYMENT OPPORTUNITY:** This clause would be required only for contracts that meet the definition of “Federally assisted **construction** contract.” You should consult with the State agency or an attorney to determine whether this clause should be included.
- **DAVIS-BACON ACT CLAUSE:** This clause would be required only for prime **construction** contracts in excess of **\$2,000** awarded by non-Federal entities. You should consult with the State agency or an attorney to determine whether this clause should be included.
- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLAUSE:** This clause would be required only for contracts awarded by the non-Federal entity in excess of \$100,000 that involve the **employment of mechanics or laborers**. You should consult with your state agency or an attorney to determine whether this clause should be included.
- **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** This clause is only necessary when the award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the school food authority 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 sub recipient 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. A

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food service department generally does not award contracts of this nature. You should consult with your state agency or an attorney to determine whether this clause should be included.

- **CLEAN AIR / CLEAN WATER:** For contracts and sub grants of amounts in excess of **\$150,000**, your contract must include a clause requiring the contractor 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) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Neither the State agency nor the USDA prescribes the form or content of these clauses. The following are suggestions of clauses that can be used:

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- **SUSPENSION AND DEBARMENT:** The Contractor understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

The entity can verify the vendor is not debarred or suspended using the SAM system:

<https://www.sam.gov/SAM/pages/public/index.jsf>

While there is not a specific form, the following is suggested language that can be used:

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert name of school district}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert name of school district}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- **LOBBYING:** Contractors that apply or bid for an award exceeding **\$100,000** must file the required certification pursuant to Byrd Anti–Lobbying Amendment (31 U.S.C. 1352).

Neither the State agency nor USDA prescribes the form or content of these clauses. The following is a suggestion of clause that can be used:

The Contractor will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. 1352) and certifies to the tier above that it will not and has not used Federal appropriated funds to pay an 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 U.S.C 1352. If applicable, contractor will complete the disclosure



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of lobbying with non-Federal funds using Lobbying Activities Form ([Form SF-LLL](#)) and submit to {insert name of contracting entity} annually.

**Below are the required Federal Provisions listed in [2 CFR 200.318 – 200.326](#) that may pertain to your contract:**

- **COOPERATIVE AGREEMENTS AKA PIGGYBACKING ((ONLY IF ALLOWING) 2 CFR 200.318):** To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

While there are no specific Federal requirements for language to be included, USDA memo [SP 02-2016](#) and [SP 05-2017](#) includes the requirements that must be in original solicitation and resulting contract.

- **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR 200.321):** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Many states have websites that includes resources to find these vendors, as well as the links below.

While there are no specific Federal requirements for language to be included, the following excerpt from 2 CFR 200.321 summarizes the process:

Affirmative steps must include:

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

- **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322):** This provision only applies to a non-Federal entity that is a **state agency** or **agency of a political subdivision of a state** and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. You should consult with your State agency or an attorney to determine whether this clause applies to you and your contractors.

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**ADDITIONAL CONTRACT PROVISIONS REQUIRED BY THE FEDERAL AGENCY (USDA) FOR NSLP, SBP, AND FOOD DISTRIBUTION CONTRACTS**

Please remember that Program Operators must also include additional required contract provisions identified in the program regulations for the Federal award (7 CFR 210, 250, etc.).

- **BUY AMERICAN PROVISION:** The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The following clause language is suggested, but not mandatory:

- “Domestic Commodity or Product” are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
- “Substantial” means that over 51 percent 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), 7 CFR 220.16(d), 7 CFR 250.23) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
- Buy American: Schools participating in the Federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.
- Farmed fish must be harvested within the United States or any territory or possession of the United States. Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel (section 4207 of the Agriculture Improvement Act of 2018).
- Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
  - the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
  - competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
- Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
- Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this Federal rule.

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- **GEOGRAPHIC PREFERENCE (OPTIONAL):** A school food authority participating in the NSLP may apply a geographic preference when procuring **unprocessed** locally grown or locally raised agricultural products. School food authorities have the discretion to determine the local area to which the geographic preference option will be applied. Other types of geographic or local preference are prohibited when using Federal Child Nutrition Program funds.

While the State Agency and USDA does not have specific language around this provision, USDA has numerous guidance documents and examples on the [USDA Geographic Preference tip sheet](#).

- **COST REIMBURSABLE CONTRACTS (ONLY IF USING):** The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.
  - The contract language provided below is mandatory (7 CFR 210.21(f), 7 CFR 220.16(e), and 7 CFR 250.53).
    - Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
    - The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
  - or
    - The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
    - The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
    - The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
    - The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
    - The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
    - Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
- **DURATION OF CONTRACT (FSMC SPECIFIC):** This requirement is for all school food authority's that enter into a contract with a Food Service Management Company.

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- (7 CFR 210.16 (d)) Duration of contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.
- **RECALL CONTACTS (USDA FOODS PROCESSING SPECIFIC):** The following two provisions must be included in all bids/responses for USDA Foods Processing ([Responding to a Food Recall – Procedures for Recalls of USDA Foods](#)).
  - A provision for information for processor food recall procedures.
  - Contact information for a point and backup person for handling food recalls.

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This form is available electronically.

OMB Control No. 0505-0027

Expiration Date:

04/30/2022



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
 Lower Tier Covered Transactions**

**AD-1048**

*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, 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.

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, audiotope, 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 \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](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.*

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**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 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.

**Request for Proposal (RFP)**  
**RFP ALSDE 2021-06**  
**Alabama State Department of Education**  
**Child Nutrition Programs**

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

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