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**Opening Bid May 26, 2022 at 2:00 pm**

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**Quad-System Purchasing Cooperative Group (PCG)**  
Florence City Schools  
Muscle Shoals City Schools  
Sheffield City Schools  
Tuscumbia City Schools

May 13, 2022

**RE: Invitation to Bid-Produce Products and Services Bid #2022-2023**

Dear Sir or Madam:

Enclosed is a document and specifications for *Produce Products and Services* for the Florence City, Muscle Shoals City, Sheffield City and Tuscumbia City Schools Child Nutrition Programs. Sealed bids for these items will be received at the Tuscumbia City Board of Education, 303 North Commons Street East, Tuscumbia, Alabama, 35674, until **2:00 p.m. on May 26, 2022** at which time the bids will be opened. All bid envelopes will be plainly marked **"BID" with date, time of opening, "Quad-System Produce and Services Bid" and company name on the outside**. Contracts will be for the bid period August 2022 through July 2023.

The PCG reserves the right to extend the contract for (4) additional twelve (12) month periods as specified in the bid documents.

We request that you use the enclosed product bid forms and place your prices and product names in the appropriate columns. In order for the bid to be considered, the vendor must sign the last page of the bid form in accordance with the information requested. The bid documents shall be signed by an authorized company officer and notarized.

If you have any questions concerning the bid, please contact, Paige Soeder, Tuscumbia City Schools, Child Nutrition Program Director, at (256) 389-2900 ext. 9140.

Sincerely,



Mr. Darryl Aikerson  
Superintendent  
Tuscumbia City Schools

## **Quad-System Purchasing Cooperative Group**

Florence City Schools  
Muscle Shoals City Schools  
Sheffield City Schools  
Tuscumbia City Schools

### **I. General Information**

- A. These instructions, conditions, and specifications are in addition to and are a part of the instructions and conditions that appear on the enclosed Quad- System Purchasing Cooperative group bid form. (Purchasing Cooperative Group will be referred to as PCG in this document).
- B. All items bid shall conform to minimum specification as indicated on the Checklist for Retail Purchasing of Local Produce.
- C. The Contract Letter shall be signed by a company officer and notarized. If not signed and notarized, it will be considered as non-responsive to the bid request.
- D. Records showing successful bidder(s) and prices quoted will be placed on file and may be examined on request after the bid is awarded.
- E. It is not the policy of the PCG to purchase on the basis of low bid only. Quality, conformity to specification, geographical preference, and other terms as addressed in the document are among factors that will be considered in determining the responsible bidder.
- F. **Bid Bond** – the State of Alabama Bid Law requires all bids exceeding \$10,000 to be backed by a bid bond. The amount will be \$5,000. In lieu of bid bond, vendor may submit a certified check or bank draft, payable to Quad- Systems Purchasing Cooperative. This check will be returned when the contract is awarded. No company or personal checks will be accepted. No bids will be accepted that are not accompanied by a bid bond or accepted facsimile.
- G. Any equipment required for use with items on this bid must be prior approved by the Child Nutrition Program Director for each PCG school system before being supplied by the vendor. No local school employee has the authority to require the placement of any equipment without this approval.
- H. Any equipment provided is the property of the vendor, and the PCG school systems will not purchase, rent, lease or pay for repair or upkeep of this equipment.
- J. Error in Bid – No altered or amended bid will be accepted after the specified time and date set for the bid submission.
- K. Gifts, Rebates, Gratuities – Acceptance of gifts from bidders and the offering of gifts by bidders is prohibited.

- L. Record Retention – The bidder agrees to retain all records and other documents relative to this agreement for three (3) years at the end of each contract year. PCG, its authorized agents and/or state/Federal representative shall have full access to, and the right to examine any of said materials during said periods. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

## **II. Method of Award**

- A. A combinations of the following factors will be considered in awarding this bid. These factors are not necessarily listed in order of priority.
  - a. Bidder’s previous record of performance and service
  - b. Ability
  - c. Quality and conformance to specifications

\*PCG shall be the sole judge in making this determination.

- B. A refusal of acceptance by the first low bidder may result in the bids being awarded to the next lowest bidder that meets requirements and specifications.
- C. The PCG reserves the right to accept or reject any or all bids.
- D. The awards will be made in accordance with Alabama State Bid Law, Act No. 217, Special Session 1976.
- E. The decision of the PCG will be final
- F. In the event of a tie, the PCG reserves the right to make the final decision.
- G. A vendor will be given the option to reject all items awarded if he determines volume is too small to be profitable. Vendor must make known this rejection in writing within five working days of notification by the Child Nutrition Program Director.

## **III. Contract Duration**

The contract period shall be stated on the face of the bid from August 2022 through July 2023. The PCG reserves the right to extend this contract for four (4) additional twelve (12) month periods, as specified in the Contract Letter signed by the company representative and included with the bid proposal documents. The PCG reserves the right to extend the term for up to ninety (90) days to continue a source or sources of supply until new and replacement contracts are completed. A minimal price increase may be negotiated and pre-approved by the PCG before the beginning of a new contract period or extension. Any contract extension is contingent upon written approval of both the contractor and the contractee.

## **IV. Pricing**

- A. Bid proposals must be completed giving a cost for each bid unit as specified. All unit costs must be based on the stated bid unit. If a product is packed differently, the vendor is requested to convert the item bid to the stated bid unit. This conversion is required to ensure vendors are bidding equal units. A change in the bid unit or cost per unit is not acceptable.
- B. **Prices are not to exceed two (2) decimal places. If this is exceeded, it will be considered a no bid.**
- C. The bidder offers and agrees to furnish any or all items upon which prices are quoted, at the price set opposite each item, in the quality as stated on the bid, and delivered to the various schools in amounts ordered. Bidder must be willing to break cases and deliver smaller quantities when needed.
- D. Mathematical Accuracy of Bid Offered – Ninety percent (90%) of the mathematical calculations shall be correct. A mathematical error is any error in a line item in an incorrect extension will be counted as one error.
- E. Prices for fresh prepared produce may be adjusted on a monthly basis during the contract period. Adjustments, either upward or downward, will become effective on the first day of every month.
- F. Any price increase must be justified and proven based upon market conditions with a market report or an Act of God. If an increase is necessary, the PCG should be notified immediately.
- G. Fuel surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the period of the contract.

## **V. Inspection**

- A. The Contractor agrees to permit inspection of the fruits and vegetables by a representative of the District's Child Nutrition Services Departments with the right of rejection of inferior products. The District's decision shall be final.

## **VI. Manufacturer's Name and Labeling**

Expiration dates must be clearly indicated on all applicable products.

## **VII. Orders**

The CNP Director or Designee will place orders in each school system.

## **VIII. Deliveries**

- A. Deliveries are to be made before 8:00 am on Monday. Each Child Nutrition Director will work with the successful bidder for delivery requirements/locations.
- B. School district listing will be attached. Bidders must be able to service all locations listed.

## **IV. Default**

If at any time, the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the PCG Boards of Education, such delivery shall constitute grounds for the cancellation of the contract. Any vendor issuing any type of gift, stamp premiums or other type of favor to any employee of the PCG Boards of Education shall constitute grounds for the cancellation of the contract.

## **X. Back Orders**

Back orders will be accepted when approved by the CNP Director

## **XI. Substitutions and Out-of-Stock**

- A. If a vendor is temporarily out of stock of a particular item, and equal or superior product at an equal or lower price may be delivered, with prior approval of the Child Nutrition Program Director. Additional deliveries throughout the week will be allowed as needed, to fulfill shortages from a previous order.
- B. If a vendor is unable to deliver a prior approved substitute product, the school district shall, in good faith in its sole discretion, purchase a product of equal or greater quality from another source.
- C. There shall be no minimum deliver of dollar volume or case counts. If the desired product is absolutely not available for any reason, the district shall be notified at least one day in advance of the shortage and that district shall be given options of a product that is the same or higher quality at the same unit cost. Continued shortages or substitutions will be grounds for termination of this agreement.

## **XII. Termination of Contract**

- A. The PCG may terminate the contract, if the successful vendor fails to perform at the level specified in the contract document and the successful vendor may terminate the contract, if the school district fails to meet the specified payment terms.

Each party shall follow the procedure outlined below, if a contract is to be terminated:

Step 1 – Issue warning letter and outline violations and length of time to correct the problem.

Step 2 – Issue letter of intent to cancel contract, if problems are not resolved by given date.

Step 3 – Issue letter to cancel contract

- B. In the event that the physical facilities of the vendors are destroyed or a labor dispute make performance under the terms of this contract impossible, the vendor will not be held liable by the school district.
- C. Any vendor issuing any kind of gift, stamps, premium or other type of favor to any employee of the PCG shall constitute grounds for the cancellation of the contract, and shall be excluded from the mailing list of all bids of the PCG.

### **XIII. Billing**

- A. At the time of delivery to the schools, two (2) copies of the vendor's invoice is required to be left with the cafeteria manager.
- B. In the event of errors, credit or debit, the change should be issued against the invoice as it was presented to the cafeteria manager. The credit or debit shall show the original invoice number, date, and error being corrected on the face of said credit or debit. The credit or debit shall be sent directly to the appropriate school system.
- C. All invoices are to clearly indicate the school name and the account name.
- D. Statement shall be furnished on the last working day of the month to the central office.
- E. Payment will be made by the central office of the appropriate Board of Education on or before the 30<sup>th</sup> of the following month.

### **XIV. Federal Contract Conditions**

- A. All funds administered through the Child Nutrition Program are Federal and are governed by Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as possible.
- B. Debarment and Suspension – According to the United States Department of Agriculture,

vendor must provide certification of Debarment and Suspension (See Attached).

C Bidders must comply with the Federal Water Pollution Control Act (U.S. C 1251-1387).

D Bidders must complete with section of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247)

**XV. Buy American Clause**

“Contractors shall comply with Section 104 (d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998. Contractors shall, to the maximum extent possible, utilize domestic commodities. The legislation defines “domestic commodity or product” as one that is produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” shall mean that over 51 percent of the final processed product shall consist of agricultural products that were grown domestically. Failure to abide by this provision shall result in the cancellation of the contract, the refund of all funds paid toward the purchase of such products, and the removal of the contractor for a period of not less than five (5) years.”

**XVI. H.B. 56 – Alabama Immigration Law Compliance**

All vendors shall comply with H.B. 56 – Alabama Immigration Law Compliance (forms are attached). All responding vendors must submit completed forms with their bids.

**XVII. Equal Employment Opportunity E.O. 11246**

All vendors shall be in compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**XIX. Clean Air Act (42 U.S.C. 7401 et, seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)**

The recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to these two acts. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

**XX. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

As necessary the bidder will file the required certification. Federal appropriated funds will not be used 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 shall 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 recipient.

**XXI. Non –Collusion Statement** – By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

# Quad-System Purchasing Cooperative Group

Florence City Schools  
Muscle Shoals City Schools  
Sheffield City Schools  
Tuscumbia City Schools

## Specification Sheet for Produce

**Bid Period: August 2022 – July 2023**

Vendor: \_\_\_\_\_

Write "No Bid" if product not available from vendor

<b>Volume Items</b>	<b>Bid Price</b>
Apples Red Delicious, 100 count	
Apples Golden Delicious, 100 count	
Apples, Granny Smith, 100 count	
Bananas, 100-120 per case	
Broccoli Florets, 4/3# bags	
Cabbage, Slaw Mix w/ Color, 5# bag	
Carrots, Baby, 30/1# bags	
Shredded Romaine, 6/2# bags	
Grapes, Red Seedless, 18/23# flat	
Oranges, 125 count	
Tomatoes, 25#	
Tomatoes, Cherry/Grape, 25#	
Carrots, 200/1.6oz bags	
Red Grapes, Seedless, Snack Pack, 50 count	
Orange Slices, Snack Pack, 50 count	
Broccoli Floret, Snack Pack, 50 count	
Celery, Snack Pack, 50 count	

\*Vendors must be willing to deliver portions of case items. Example: 10 tomatoes or 3 bags of shredded lettuce.

\* PCG has the right to purchase other items not included on this list. This list is intended for price comparison to help determine the bid winner.

\*Vendors must delivery all orders by 8:00 am on Monday mornings.

## Checklist for Retail Purchasing of Local Produce

Name of Produce Supplier \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail \_\_\_\_\_

Availability of promotional materials \_\_\_\_\_

Yes

No

Products to be purchased \_\_\_\_\_

Is an insurance liability required \_\_\_\_\_

Yes (Dollar Amt) \_\_\_\_\_

\_\_\_\_\_

No

Is the facility licensed and inspected to process products \_\_\_\_\_

Yes

No

Are there acceptable substitutes available if an order cannot be filled \_\_\_\_\_

Yes

No

### Product Handling

Are storage and packaging facilities refrigerated? \_\_\_\_\_

Yes

No

N/A

Is there risk of contamination from insects, chemicals, manure, etc. \_\_\_\_\_

Are baskets, totes, or other containers kept covered and cleaned (with potable water) and sanitized before use? \_\_\_\_\_

Is equipment/machinery that comes into contact with the products kept as clean as possible? \_\_\_\_\_

Are product and non-product containers available and clearly marked? \_\_\_\_\_

Is dirt, mud, or debris removed from product before packing? \_\_\_\_\_

Are food grade packaging materials clean and stored in areas protected from pets, livestock, wild animals, and other contaminants? \_\_\_\_\_

### Transportation

Is product loaded and stored to minimize physical damage and risk of contamination? \_\_\_\_\_

Yes

No

N/A

Is transport vehicle well maintained, clean and refrigerated? \_\_\_\_\_

Are there designated areas in transport vehicle for food products and non-food items? \_\_\_\_\_

Are products kept cool with temperatures documented according to HACCP regulations?			
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<b>Facilities</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Is product packing area in use with space for culling and storage?			
Are packing areas kept enclosed?			
Are food contact surfaces regularly washed and rinsed with potable water and then sanitized?			
Are food grade packaging materials used?			
Do workers have access to toilets and hand washing stations with proper supplies?			
Are toilets and hand washing stations clean and regularly serviced?			
Is a pest control program in place?			

<b>Worker Health and Hygiene</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Is a worker food safety training program in place?			
Are workers trained about hygiene practices and sanitation with signs posted to reinforce messages			
Are workers and visitors following good hygiene and sanitation practices?			
Are smoking and eating confined to designated areas separate from product handling?			
Are workers instructed not to work if they exhibit signs of infection (e.g. fever, diarrhea, etc.)			
Do workers practice good hygiene by:			
wearing clean clothing and shoes?			
changing aprons and gloves as needed?			
keeping hair covered or restrained?			
washing hands as required?			

limiting bare hand contact with fresh products?			
covering open wounds with clean bandages?			

<b>Licenses and Insurance Coverage</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>
Does supplier have a current USDA license certificate?			
Does supplier have a current State of Alabama business license?			
Does supplier have a business license that covers serving areas (city and county)?			
Does supplier carry businessowners coverage insurance?			
Has supplier provided proper documentation for E-verify?			

*I confirm that the information provided above is accurate to the best of my knowledge.*

Signature of Supplier

Date

**Quad-System Purchasing Cooperative Group**

Florence City Schools  
Muscle Shoals City Schools  
Sheffield City Schools  
Tuscumbia City Schools

**Contract Letter for Produce Products and Services  
August 2022- July 2023**

**RE: Produce Products and Services Bid #2022-2023**

**Contract Period: August 2022 through July 2023**

I have submitted a bid for **Produce Products and Services** with the understanding that the bid period is from August 2022- July 2023. I understand that the Quad-System Purchasing Cooperative Group may extend the contract for up to four (4) additional twelve (12) month periods, with rollovers for 2023-2024, 2024-2025, 2025-2026, and 2026-2027.

All products delivered to the contractor shall meet the bid specifications or be prior approved by the Child Nutrition Program Director.

\_\_\_\_\_  
Authorized signature

Sworn to and subscribed before me this \_\_\_\_\_ day of 2022

\_\_\_\_\_  
Notary signature

**Return this form with bid submittal.**

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

**COMPANY:** \_\_\_\_\_

**PRINT/TYPE NAME**

**OF AUTHORIZED PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

(Officer of the Company)

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND  
COOPERATIVE AGREEMENTS**

**Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Company Name (Please Print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**U.S. DEPARTMENT OF AGRICULTURE**

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) 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.
- (2) 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.

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Organization Name

---

PR/Award Number or Project Name

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

---

Signature(s)

---

Date

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 it 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
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.

**ALABAMA IMMIGRATION LAW COMPLIANCE GUIDELINES  
FOR CONTRACTORS AND VENDORS DOING BUSINESS WITH  
THE ALABAMA DEPARTMENT OF REVENUE**

Section 9 of Alabama Act No. 2011-535 entitled the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act" (<http://ago.alabama.gov/File-Immigration-AL-Law-2011-535>) requires that, as a condition for the award of a contract to a business entity or employer that employs one or more employees working in Alabama, the business entity or employer provide an affidavit and documentation of enrollment in the Federal E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The attached Affidavit For Business Entity/Employer/Contractor and the entity's E-Verify Memorandum of Understanding must be included with the bid or contract. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.

An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify) or at the Alabama Department of Homeland Security web site <http://immigration.alabama.gov>. The Alabama Department of Homeland Security has established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program.

You may scan and e-mail your documents to: [everify@revenue.alabama.gov](mailto:everify@revenue.alabama.gov) or fax to (334) 353-8599.

**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND  
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

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**AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR**

*(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)*

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_  
*(print name)*

who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

\_\_\_\_\_ *(state position) for*

\_\_\_\_\_ *(state business  
entity/employer/contractor name)*

that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.\*

\_\_\_\_\_ Signature of Affiant

**Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.**  
**I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.**

\_\_\_\_\_ **Signature and Seal of Notary Public**

\*(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

## PRODUCE VENDOR LIST

### **Forestwood Farm, Inc.**

Attn: Bobby Woodruff/Bid Department  
2105 Langford Avenue  
Huntsville, AL 35807  
[bobby@forestwood.com](mailto:bobby@forestwood.com)

### **OK Produce**

Attn: Jade Keeton/Bid Department  
PO Box 791  
Florence, AL 35631-0791  
[okproduceal@gmail.com](mailto:okproduceal@gmail.com)

### **Regional Produce**

Attn: Stephen Allen/Bid Department  
624 16th Avenue West  
Birmingham, AL 35204  
[stephen@regionalproduce.net](mailto:stephen@regionalproduce.net)

### **Woodfruitticher Grocery Company**

Attn: Produce Manager/Bid Department  
2900 Alton Road  
Birmingham, AL 35674  
[bvinson@woodfruitticher.com](mailto:bvinson@woodfruitticher.com)

**Florence City Schools**

Florence High School/Freshman Center  
1201 Bradshaw Drive  
Florence, AL 35630

Forest Hills Elementary School  
101 Stovall Drive  
Florence, AL 35630

W.C. Handy School  
1100 Pruitt Street  
Florence, AL 35630

Harlan Elementary School  
2233 McBurney Drive  
Florence, AL 35630

Weeden Elementary School  
400 Baldwin Street  
Florence, AL 35630

Hibbett Middle School  
1601 Appleby Boulevard  
Florence, AL 35630

Kilby Laboratory School  
611 N Pine Street  
Florence, AL 35632

**Muscle Shoals City Schools**

Highland Park Elementary School  
714 Elmhurst Avenue  
Muscle Shoals, AL 35661

Howell Graves Preschool  
3201 Alabama Avenue  
Muscle Shoals, AL 35661

McBride Elementary School  
1400 Avalon Avenue  
Muscle Shoals, AL 35661

Muscle Shoals High School  
1900 Avalon Avenue  
Muscle Shoals, AL 35661

Muscle Shoals Middle School  
100 Trojan Drive  
Muscle Shoals, AL 35661

Webster Elementary School  
200 Webster Street  
Muscle Shoals, AL 35661

**Sheffield City Schools**

W.A. Threadgill Primary School  
900 Annapolis Avenue  
Sheffield, AL 35660

L.E. Willson Elementary School  
2200 31<sup>st</sup> Street  
Sheffield, AL 35660

Sheffield Junior High/High School  
1803 30<sup>th</sup> Street  
Sheffield, AL 35660

**Tuscumbia City Schools**

Deshler High School  
200 North Commons Street, East  
Tuscumbia, AL 35674

Deshler Middle School  
598 North High Street  
Tuscumbia, AL 35674

R.E. Thompson Intermediate School  
829 Frankfort Road  
Tuscumbia, AL 35674

G.W. Trenholm Primary School  
601 Joe Wheeler Highway  
Tuscumbia, AL 35674

# **Quad-System Purchasing Cooperative Group**

Florence City Schools  
Muscle Shoals City Schools  
Sheffield City Schools  
Tuscumbia City Schools

## **BID CHECKLIST**

<b>Item</b>	<b>Check</b>
Specification Sheet/Pricing	
Checklist for Retail Purchasing of Local Produce	
Contract Letter	
Non-Collusive Bidding Certification	
Anti-Lobbying	
U.S. Debarment, Suspension, Ineligibility, and Voluntary Exclusion	
E-Verify	
Bid Bond	

**\*All items above must be completed and returned for bid to be considered.**



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To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[program.intake@usda.gov](mailto:program.intake@usda.gov)

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