

Superintendent
Chris Hand



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COLBERT COUNTY SCHOOLS

Date: May 25, 2023

To Whom it May Concern:

BID: 23-06 - Milk Bid

In compliance with the Alabama Bid Law, Act 2016-298, Alabama Legislative Session 2016, Colbert County Schools will be receiving sealed proposals for the above referenced products. You are invited to submit a bid. Sealed bids will be received at the Colbert County Board of Education, 425 Highway 72 West, Tuscumbia, AL 35674, until 9:00 a.m. on June 22, 2023. Envelopes containing bids must be sealed, with the name and address of bidder and must be identified as a sealed bid to be opened at date and time specified.

If you have any questions concerning the bid, please contact Mrs. Jamie Austin, Colbert County Schools, 256-762-9491.

Sincerely,

Chris Hand
Superintendent

BID#23-06 -MILK BID

DATE: MAY 25, 2023

INSTRUCTIONS TO BIDDERS

- ❖ Colbert County Schools will receive sealed bids for **BID#23-06 -MILK BID** hereinafter specified in the attached documents.
- ❖ Sealed bids may be mailed or delivered to Colbert County Board of Education, Attention: Jamie Austin, CNP Director, 425 HWY 72 West, Tuscumbia, AL 35674. Bids delivered in Federal Express, UPS or any other such deliverers' envelope shall be sealed in a separate envelope inside the deliverers' packaging.
- ❖ Bid opening will be at Colbert County Board of Education, 425 HWY 72 West, Tuscumbia, AL 35674, at 9:00 a.m. (CST) on Tuesday June 22, 2023. All proposals must be in sealed envelopes, clearly labeled with **BID#23-06 MILK BID**.
- ❖ No oral, telegraphic or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications for all conditions and limitations.
- ❖ All bids shall remain in effect from **August 1, 2023 to July 31, 2024** with the option to renew for an additional four years.
- ❖ All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than specified, description and specifications shall accompany the bid.
- ❖ All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.
- ❖ All bidders are to submit bids on the bid sheet proposal form furnished in the enclosed documents. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.

Questions regarding the technical aspects and formalities of the bid should be directed to:

Jamie Austin, CNP Director
Colbert County Board of Education
256-386-8565
jaustin@colbert.k12.al.us

BID BOND: Bids exceeding \$10,000.00 should be backed by a bid bond. This amount should be 5% of the total amount of the bid. In lieu of a bid bond, the vendor may submit a cashier's check payable to the Colbert County Board of Education. This check will be returned when the bid is awarded.

NOTICE TO ALL BIDDERS: In order to comply with H. B. 56-Alabama Immigration Law, an *Affidavit of Alabama Immigration Law Compliance*, and an *E-Verify Memorandum of Understanding* must be completed. Failure to do so will result in the rejection of the submitted proposal. Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of this 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 contractor's E-Verify Memorandum of Understanding must be included with the bid. 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 website www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also 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. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

Buy American Provision: all products must be of domestic origin as required by 7CFR Part 210.21(d). (210.21(d) is the Buy American Provision)

- The Districts participate in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or produce" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in U.S. as provided in 7 CFR Part 210.21(d).
- Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be

considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of ___ day(s) in advance of delivery. The request must include the:

1. Alternative substitute (s) that are domestic and meet the required specifications:
 - (i) Price of the domestic food alternative substitute (s); and
 - (ii) Availability of the domestic alternative substitute (s) in relation to the
Quantity ordered
2. Reason for exception: limited/lack of availability or price (include price):
 - (i) Price of domestic food product; and
 - (ii) Price of the non-domestic product that meets the required specification
of the domestic product

Termination for Cause: This contract shall be effective for a period of August 1, 2023 to July 31, 2024 with the option to renew for an additional four years. Unless, canceled for justifiable cause by Colbert County Schools. If this should be the case, the contract would be offered to the alternate contractor. If the alternate distributor will not accept and a rebid is required, the prime distributor who was canceled will not be permitted to bid. Further, the distributor, by having the contract canceled for justifiable cause, may have forfeited the right to bid on any contract originating from his office for the remaining contract period of the original contract plus an additional contract period.

Equal Employment Opportunity, All contracts shall contain a provision requiring 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."

This institution is an equal opportunity provider.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, 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](#) 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; or (3) email: program.intake@usda.gov.

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

I. GENERAL INFORMATION

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the "BID SHEET" form, and shall govern the selections of the items listed.
- B. All bids shall be returned on the form provided to the Colbert County Board of Education.
- C. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered non-responsive to the bid request. Three (3) non-responsive bid requests will result in a vendor being removed from the vendor list.
- D. In the event of extension errors, the unit price will prevail and the bidder's total offer will be corrected accordingly.
- E. Each delivery is to have the following information: Name of School, items delivered and pricing according to bid.
- F. Colbert County Schools CNP may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- G. In the event the low bidder refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive and their bid bond/check will be forfeited to Colbert County Schools. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- H. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- I. Vendors shall bid on all items within the specified group/category. It is the intent of Colbert County CNP to award the bid by groupings/categories or as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the program.

II. METHOD OF AWARD

- A. Colbert County Schools reserves the right to accept or reject any or all bids
- B. The award will be made in accordance with Code of Alabama 1975 Section 16-13B1.
- C. The decision of the Colbert County Board of Education will be final.
- D. Award will be made on unit price basis, extended price basis, or for other reasons that will best serve the interest of the program.
- E. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to the individual schools listed on the attached "Delivery Sites" sheet.

- F. A refusal by the first low bidder, may result in the bids being awarded to the next low bidder meeting requirements and specifications.

III. CONTRACT PERIOD

- A. This bid shall remain in effect from August 1, 2023 to July 31, 2024, with the option to renew for four (4) additional years.

IV. PRICING

- A. Prices are to be quoted by the unit indicated on the face of the "BID SHEET" form.
- B. Prices are not to exceed two (2) decimal places.
- C. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item, in the quantity stated on the bid; delivered to the various locations, in amounts ordered.
- D. Colbert County Schools reserves the privilege to rebid or renegotiate any item(s) if price(s) are beyond the amount anticipated or negotiations are unsatisfactory.
- E. **ESCALATION CLAUSE** – on milk—it is understood that an escalation clause is part of the milk bid. As the cost of raw milk increases or decreases the CCS-CNP-understands that the cost of milk will increase or decrease. The milk company that is awarded the bid, will be expected to notify the CNP Director on a monthly basis if the price of milk changes.

V. QUANTITY

The quantities of items specified herein are based upon estimated use. Because quantities listed are estimated, they may be increased or decreased according to needs of various locations.

VI. BACK ORDERS

- A. Items temporarily out of stock shall be a minimum. Alternative procurement methods will only be utilized for temporary shortages.
- B. If items are out of stock, the designated representative will be notified as early as possible. Excessive backorders will be grounds for contract cancellation.

VII.

- A. Delivery Ability

Bidder must demonstrate or has demonstrated to CCS-CNP the ability to promptly and efficiently deliver all the items on the bid list.

B. Capacity

Vendor must demonstrate to CCS-CNP that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

C. Reliability

For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible if for any reasons other than reasons beyond their control, they have violated any of the requirements listed therein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

D. Accounting Procedures:

A bidder, to be considered for award, must clearly demonstrate to CCS-CNP the capability to provide accurate, reliable and timely invoices, statements, and credits. They must demonstrate the ability and capability to [provide any and all data.

E. Facilities and Equipment

Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications CCS-CNP reserves the right to pre-qualify any or all bidders and reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.

F. Delivery Equipment:

Bidders must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient day to day delivery schedule to participating entities within the bidder's region or responsibility. CCS-CNP does not presume to dictate the type of vehicle necessary to accomplish an efficient day to day delivery schedule. However, bidders should know that all delivery sites do not provide state of the art unloading and food handling facilities. Some sites in fact, fall far short of that standard. Some sites will not accommodate trailer rigs and in fact are not easily accessible with trucks having overall lengths of 27 feet. Bidders having no experience in making deliveries to the sites in the district being bid should visit all sites to see where delivery will have to be made for each school.

G. A successful bidder for milk and ice cream must agree to furnish boxes if requested by CCS-CNP. Successful bidder must agree to maintain box id requested by CCS-CNP. The successful bidder must also agree to remove the box if requested.

VII. CANCELLATION

No item in the bid is to be canceled without prior consent of Colbert County Schools
CNP Director or designee.

VIII. DEFAULT

- A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by Colbert County Schools, without consent, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the vendor list, for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of Colbert County Schools shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list.

IX. SPECIAL REQUIREMENTS

Delivery Ability

Bidder must demonstrate or has demonstrated to CCS-CNP the ability to promptly and efficiently deliver all the items on the bid list.

Capacity

Bidders must demonstrate to CCS-CNP that they have the physical as well as financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

Reliability

For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus non-responsible if for any reasons other than reasons beyond their control, they have violated any of the requirements listed therein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

Accounting Procedures:

A bidder, to be considered for award, must clearly demonstrate to CCS-CNP the capability to provide accurate, reliable and timely invoices, statements, and credits. They must demonstrate the ability and capability to [provide any and all data.

Facilities and Equipment

Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications CCS-CNP reserves the right to pre-qualify any or all bidders and reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation or Ordinance.

Delivery Equipment:

Bidders must show evidence of ownership or the ability to lease, rent or otherwise obtain vehicular equipment necessary to affect an efficient day to day delivery schedule to participating entities within the bidder's region or responsibility. CCS-CNP does not presume to dictate the type of vehicle necessary to accomplish an efficient day to day delivery schedule. However, bidders should know that all delivery sites do not provide state of the art unloading and food handling facilities. Some sites in fact, fall far short of that standard. Some sites will not accommodate trailer rigs and in fact are not easily accessible with trucks having overall lengths of 27 feet. Bidders having no experience in making deliveries to the sites in the district being bid should visit all sites to see where delivery will have to be made for each school.

A successful bidder for milk and ice cream must agree to furnish boxes if requested by CCS-CNP. Successful bidder must agree to maintain box id requested by CCS-CNP. The successful bidder must also agree to remove the box if requested.

Review Process

After bids have been opened and tabulated, the bid evaluation team will check all aspects of the low bidder's proposal. If the proposal is found to be acceptable and does, in fact, represent the lowest responsible offering, that bid will then be recommended for approval. If, however, an error is discovered and the error is a mistake in the extension, the correct extension will be applied. Should a corrected extension cause the bid price to be escalated to such an extent that the bid was no longer "low" then the same evaluation would be applied to the next low bidder's offering until a turn low bid would be selected.

Taxes

Purchases made under provision of any contract established as a result of this invitation are exempt from federal, state and local taxes unless otherwise noted and bidder should quote prices which do not include such taxes.

Gifts, rebates, Gratuities

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of CCS-CNP or any other entity purchasing or receiving gifts under provision of the contract issued as a result of this invitation shall accept or receive, either directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of commodities, equipment or services has been issued, any gift, rebate or gratuity. Violations of this provision are punishable under the laws of the State of Alabama.

Substitute Distributor

The term substitute distributor for purposes of this document shall meet the distributor selected to take over the administration of a contract canceled by the original contractor. The selection of a substitute contractor may result in awarding the contract to the next low responsible bidder based on the bids received when the original award was made or the selection may be made on the basis of a new competitive bid process. If the latter is the case, a bid from the distributor causing cancellation will not be considered.

Cancellation

This contract shall be effective for the period of 08/1//2023 to 7/31/2024 unless canceled for justifiable cause by CCS. If this should be the case, the contract would be offered to the alternate contractor. If the alternate distributor will not accept and a rebid is required, the prime distributor who was canceled by CCS will not be permitted to bid. Further, the distributor, by having the contract canceled for justifiable cause, may have forfeited the right to bid on any contract originating from his office for the remaining contract period of the original contract plus an additional contract period.

Assignment

The contractor shall not assign, sell or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the CCS-CNP. Any attempted assignment of sale of the contract without said consent shall be voided and of no effect.

Product Requirements-all must be of superior quality- NOTE SPECIFIC BID SPECIFICATIONS

All Milk products must be in date. Milk will be delivered as scheduled by school. Low fat and skimmed milk will be required to be left in the boxes at all times. School manager will make a request for the CNP program and her request must be honored.

Product Protection Guarantees

Participating Organizations have “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

Units of Purchase

The Unit of Purchase is listed on each product for each of the categories.

Standard Contract Conditions

- ❖ This contract shall be governed in all aspects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama and the United States.
- ❖ Contractors providing service under this invitation for bids, herewith, assures the CCS-CNP that they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- ❖ Contractors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Labor regulation (41 CFR Part 60).
- ❖ State Sales Tax Exemption information will be issued upon request.
- ❖ Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with the contractor's performance of work under this contract, the contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
- ❖ The contractor agrees to retain all books, records and documents relative to this agreement for 9 years after final payment. The CCS-CNP, its authorized agents and/or state/federal representatives shall have full access to, the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until slated matter is closed.

- ❖ Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
- ❖ Contractors shall comply with all applicable standards, orders or requirements issued under Section 36 of the Clean Air Act (42 U. S. D. 1857 {h}), Section 508 of the Clean Water Act (33U. S. C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
- ❖ By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- ❖ The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.

MILK BID SPECIFICATIONS

SCOPE: The purpose and intent of this invitation to bid is to secure milk products for Colbert County Child Nutrition Programs.

DELIVERY: Successful vendor shall have items available for delivery as scheduled by each school in the Colbert County School District. Delivery shall be provided twice weekly, or more often as needed. All products will be delivered directly to each school kitchen. All foods shall be delivered in a clean, refrigerated vehicle. Deliveries will be accepted between 6:00 a.m. and 2:00 p.m. The first delivery and normal delivery schedule shall be determined by the CNP supervisor.

ORDERING PROCESS: The successful bidder shall accept orders on a regular basis by phone, fax, or computer ordering system.

PRODUCT QUALITY: All foods shall be of the highest quality upon delivery, and maintain a high level of quality for the period of time appropriate for that particular food, when stored as directed. Acceptability of product shall be determined by the time of delivery by the cafeteria manager or his/her designee. Any food deemed unacceptable shall be returned for full credit, and replaced, or as otherwise required by the cafeteria manager.

PRODUCT AVAILABILITY: Successful vendor shall be required to provide all items on the food specification list as ordered. Any vendor failing to quote any item may be declared unresponsive.

EMERGENCY CALLS: Successful bidder shall respond to emergency calls twenty-four hours of the original time of call.

CERTIFICATION: N.S.F. , GAP and/or HAACP certification is preferred. If certified, provide proof of certification with the bid. In the event of a tie bid, the vendor with HAACP/GAP certification may be named the successful bidder.

BID PERIOD: This bid shall remain in effect from August 1, 2023 to July 31, 2024 with the option to renew for an additional four years.

CERTIFICATION OF PRICING SHEET

VENDOR NAME:

VENDOR MAILING ADDRESS:

CITY, STATE & ZIP:

TELEPHONE:

BUSINESS LICENSE NO:

MINORITY BUSINESS: YES OR NO (if yes, please provide documentation)

POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be available for review by interested parties at the location where bids were opened. Failure to file a protest within 72 hours after bid opening shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for NINETY (90) days pending evaluation.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements in submitting bids to an agency for the State of Alabama. The bidder offers and agrees that if then bid is accepted, the bidder will convey, sell, assign or transfer to the State of Alabama all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust Laws of the United States and the State of Alabama for price fixing relating to the particular commodities or services purchased or acquired by the State of Alabama. At the State's discretion such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Authorized Signature

Date

****PLEASE RETURN THIS SHEET WITH PRICING SHEET****

PAYMENT/PROCEDURE TERMS

Colbert County Board of Education will pay all invoices for products received and accepted prior to the last working day of the month, on or before the 15th of the next month. Distributor will notify the CNP Director of any delinquencies.

Authorized Signature

Date

**THE TERMS AND CONDITIONS OF THIS BID ARE UNDERSTOOD AND
ACCEPTED.**

Vendor will be financially responsible for any monetary loss to the Board of Education due to a delivery shortage of produce to any school.

The Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the low responsible bidder or bidders.

We are in the position to furnish products at the prices stated. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder.

The undersigned person declares that he/she is legally authorized to bind the company hereby represented, and that the company being represented is authorized to do business in the State of Alabama and hereby certify that he/she has examined and fully comprehends the requirements of and specifications for **MILK BID FOR COLBERT COUNTY SCHOOLS.**

We propose to provide **MILK/DAIRY PRODUCTS** and guarantee that if the contract is awarded to us, we will provide **MILK/DAIRY PRODUCTS** in accordance with your requirements and specifications unless otherwise indicated.

****MUST BE SIGNED AND NOTARIZED****

COMPANY

ADDRESS

SIGNATURE/TITLE

DATE

CONTACT PERSON

PHONE NUMBER

THIS BID MUST BE NOTARIZED

Sworn to and subscribed before me this _____ Day of _____, 20____.

Notary Public

VENDOR CONTACT INFORMATION

This form is to be completed before Colbert County Schools can perform business with the vendor.

The information provided below will be used to conduct correspondence with the company.

COMPANY NAME:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

****Please remit a W-9 along with your bid packet****

**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 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 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)**

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)

**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

Return this form with bid submittal.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

- B. 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)

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, 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.

Organization Name

PR/Award Number or Project Name

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.

Colbert County Schools
425 Hwy 72
Tuscumbia, AL 35674

Delivery Sites:

Cherokee Elementary School

1305 North Pike
Cherokee, AL 35616

Cherokee High School

850 High School Drive
Cherokee, AL 35616

Colbert County High School

2200 High School Street
Leighton, AL 35646

Colbert Heights Elementary

1551 Sunset Drive
Tuscumbia, AL 35674

Colbert Heights High School

6825 Woodmont Drive
Tuscumbia, AL 35674

Hatton Elementary School

2130 Hatton School Road
Leighton, AL 35646

Leighton Elementary School

8100 Old Highway 20
Leighton, AL 35646

New Bethel Elementary School

900 New Bethel School Rd
Tuscumbia, AL 35674

BID # 23-06

**Certification of Pricing Sheet
MILK & JUICES
Bid Period
August 1, 2023 – July 31, 2024**

Vendor _____

Bid #	Description	Item Code	Number Per Case	Unit Price
1	1 % Lowfat Milk Sweet Acidophilus ½ pint			
2	0% Plus Fat Free Milk ½ pint			
3	1% Lowfat Chocolate Milk ½ pint			

**BID WILL BE AWARDED ON BLEND PRICE OF BID ITEMS NUMBER 1, 2, & 3.
BLEND PRICE** _____

ADDITIONAL BID REQUEST ITEMS

Bid #	Description	Item Code	Number Per Case	Unit Price
4	1% Special Favors of milk			
5	Orange Juice 100% juice 4 oz			
6	Apple Juice 100 % juice 4 oz.			
7	Grape Juice 100 % juice 4 oz.			
8	Fruit Juice Blend 100% juice 4 oz.			
9				

PLEASE NOTE: This bid is for 8/1/2023 - 7/31/2024, with the option to extend for four (4) years.

MILK BID INCLUDES:

- **ESCALATION CLAUSE**
- **BID WILL BE AWARDED ON THE BLEND OF THE HIGH VOLUME ITEMS—ITEMS 1, 2 & 3**
- **BID BOND**

SIGNATURE OF VENDOR _____

CHECKLIST

VENDOR:

- ☐ Bid Bond
- ☐ Certification of Pricing Sheet
- ☐ Payment/Procedure Terms
- ☐ Terms and Conditions
- ☐ Vendor Contact Information
- ☐ W-9
- ☐ E-Verify
- ☐ Anti-Lobbying
- ☐ Non-Collusive Bidding Certification
- ☐ Debarment/Suspension Form
- ☐ Delivery Sites
- ☐ Bid Pricing Sheet