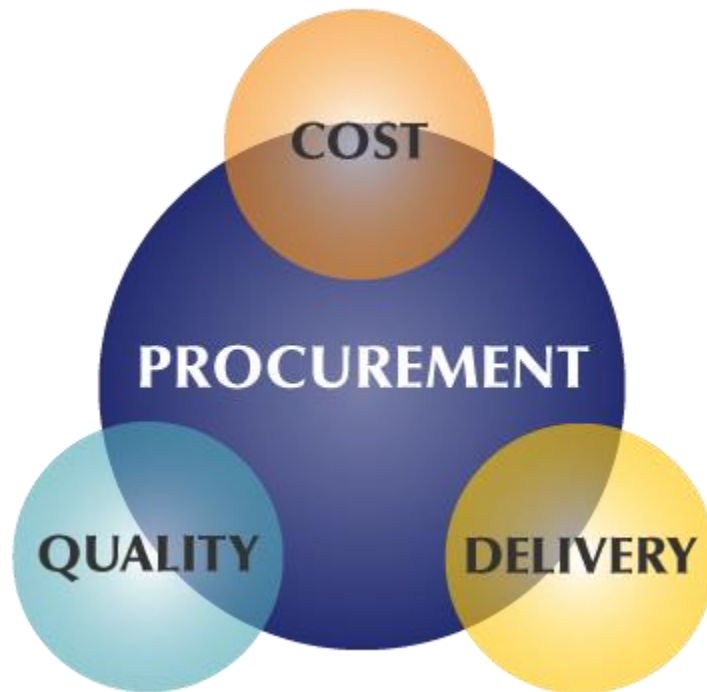


DALLAS COUNTY SCHOOLS PROCUREMENT PLAN FOR CHILD NUTRITION PROGRAMS



First Reading- October 30, 2018

Board Approved- January 31, 2019

DALLAS COUNTY SCHOOLS PROCUREMENT PLAN FOR CHILD NUTRITION PROGRAMS

This procurement plan will be implemented on December 1, 2018 and from that date forward until amended. All procurements must adhere to free and open competition. Source documentation must be available to determine open competition, the reasonableness, the allow ability, and the allocation of costs.

Hattie R. Shelton

02-01-2019

Superintendent
Dallas County Schools

Date

Brenda Turner

02-01-2019

Chief School Financial Officer
Dallas County Schools

Date

Latonia Thrash, Ed. D

02-06-2019

Director of Child Nutrition
Dallas County Schools

Date

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DALLAS COUNTY SCHOOLS

SECTION I - PROCUREMENT PLAN GENERAL REQUIREMENTS

- A. This plan is adopted as a condition of Dallas County Schools' participation in the USDA Child Nutrition Programs. Dallas County Schools uses procurement procedures that reflect state and local law, while also ensuring compliance with applicable federal law.
- B. The CNP director is primarily responsible for overseeing all procurement for Dallas County Schools food service department, including any procurement conducted on behalf of Child Nutrition Program. This responsibility includes, but is not limited to, the responsibilities set forth below:
 - 1. Ensures that all Dallas County Schools procurement transactions are conducted on a manner that provides full and open competition in accordance with federal law.
 - 2. Manages contracts and oversees vendors and/or ensuring that vendors perform in accordance with the terms, conditions, and specifications of vendor contracts and/or purchase orders.
 - 3. Ensures that vendors who develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals are **excluded** from competing for such contracts and/or purchase orders.
 - 4. Ensures that all contractual and administrative issues arising out of procurements for the Dallas County Schools' food service department are handled in accordance with good administrative practice and sound business judgment.
 - 5. Ensures that all sufficient records detailing Dallas County Schools' CNP procurement history, as well as the procurement history of all other entities procuring on behalf of Dallas County Schools CNP, are maintained.
 - a. The records maintained for contracts include, at a minimum, the following records:
 - 1) Rationale for methods of procurement
 - 2) Selection of procurement type
 - 3) Selection or rejection of vendor
 - 4) Basis for contract price
 - b. These records are maintained for at least five (5) years following the audit.
 - 6. Ensures that the LEA maintains policies and/or procedures that govern the conduct of employees who are engaged in the selection, award, and administration of contracts for the SFA. These policies and procedures can be found in the office of the Chief School Financial Officer. These policies and procedures meet the minimum requirements set forth in federal law.
 - 7. The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by Child Nutrition reimbursement funds. These written standards of conduct include:
 - a. No employee, officer, or agent shall purchase or establish a contract if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - 1. The employee, officer, or agent;
 - 2. Any member of the immediate family;
 - 3. His or her partner;
 - 4. An organization which employs or is about to employ one of the above.

- b. Employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- 8. Regardless of procurement method, the following factors will be determined regarding the allowability of costs:
 - a) Be necessary and reasonable for proper and efficient administration of the program(s)
 - b) Be allocable to federal awards applicable to the administration of the programs(s)
 - c) Be authorized and not prohibited under state and local laws
- 4. Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Thresholds	Dallas County Schools Procurement Thresholds (input)
Micro-purchasing	Less than \$3,500	Less than \$3,500
Equipment	Over \$5,000	\$3,500 - \$15,000
Small/Informal	Less than \$15,000	Less than \$15,000
Formal	\$15,000 or greater	\$15,000 or greater

- 5. All staff conducting purchasing will be trained on the procurement procedures.

SECTION II – MICRO PURCHASING

If the amount of purchases for items is less than \$3,500, the following procedure will be used.

1. Purchases will not be separated into 2 or more purchases to meet or be below the \$3,500 threshold.
2. The price quotes will not be required. Competition is not required.
3. When practicable, micro-purchases will be distributed equitably among qualified suppliers.
4. Documentation of purchases will be kept and maintained for 5 years following the audit.
5. The CNP Director will be responsible for documentation of purchase.

SECTION III –PURCHASING EQUIPMENT

If the amount of purchases for equipment is greater than \$5,000, the following procedure will be used.

1. Written specifications will be prepared and provided to vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The price quotes will receive appropriate confidentiality before award.
4. Dallas County Schools will seek prior approval from the Child Nutrition Director at the Alabama State Department of Education (ALSDE) by completing the Equipment Request Form. The request should be submitted and pre-approval granted from ALSDE **before** issuing bids for equipment. The school board cannot vote to approve any purchases of \$5,000 or more without pre-approval from ALSDE.
5. Quotes will be awarded by the CNP Director. It is not the policy of the Dallas County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors which may be used to determine the low responsible bidder. Bidders must abide by the provisions of the Americans with Disabilities Act of 1990 in order to provide goods or services to the Dallas County Board of Education.
6. The CNP Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and **written specifications**.
7. The CNP Director will be responsible for documentation that the actual product specified is received.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

SECTION IV – SMALL PURCHASES

If the amount of purchases for items is greater than \$3,500 and less than \$15,000, Small Purchase Procedures must be followed. There are two methods of Small Purchasing allowed, either Quotes and/or a Market Basket Study. Quotes documented from an adequate number of qualified sources will be required.

Purchases over \$3,500 but below \$15,000

Quotes

1. Written specifications will be prepared and provided to the vendor.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The CNP Director will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes will be awarded by the CNP Director. It is not the policy of the Dallas County Board of Education to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, transportation charges, and dates of delivery are factors which may be used to determine the low responsible bidder. Bidders must abide by the provisions of the Americans with Disabilities Act of 1990 in order to provide goods or services to the Dallas County Board of Education.
6. The CNP Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and **written specifications**.
7. The CNP Director will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the CNP Director will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item. Substituted items will not be made at the vendor's discretion.
9. Purchasing will be based on the following criteria:
 - a) Price (Ex.: quality, delivery, service, etc.)
 - b) Conformity to Bid / Request Requirements
 - c) If two bids are equal, consideration will be given to the vendor which was last awarded a bid from Dallas County Schools

SECTION V – FORMAL PROCUREMENT

Purchases over \$15,000 or greater

1. If the amount of purchases is \$15,000 or greater, formal procurement procedures will be used as required by 2 CFR Part 200.318-326, formerly 7 CFR §3016.36. The CNP Director is responsible for procuring goods and/or services for the Dallas County Schools using formal procurement. Responsibilities include, but are not limited to, the following:
 - Ensuring that contracts are awarded to the responsible bidder / proposer whose bid or proposal is responsive to the solicitation and is most advantageous to Dallas County Schools.
 - Ensuring that, when weighed criteria is used as part of the solicitation, a weighted evaluation sheet is provided to each bidder in the initial bid document materials; price and other factors are considered with price receiving the highest weight; and a firm fixed price or cost reimbursable contract is awarded following evaluation and / or negotiation (as applicable.)
 - Ensuring that the bid tabulation or the evaluation criterion score sheet is signed signifying a review and approval of the selections.
 - Monitoring the formal procurement system to ensure compliance with applicable laws.
 - Ensuring that all procurement documentation relating to formal procurement is maintained.
 - Ensuring compliance with the Buy American Provision.
 - Ensuring that a vendor obtains, in advance, written approval for any non-domestic agricultural product supplied to Dallas County Schools.
 - Ensuring that full documentation is received documenting why an accepted item is unavailable.
 - Ensuring that vendor documentation is reviewed and audited before Dallas County Schools selects an acceptable alternative.
 - Selects an acceptable alternative when a product is not available.
 - Ensuring that the solicitation is advertised by the CNP Director to publicize the SFA's intent to purchase needed items.
 - An advertisement is required for all purchases over the district's small purchase threshold of \$15,000. The announcement will contain a:
 - General description of items to be purchased
 - Deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms, and conditions as needed
 - Date of pre-bid meeting, if provided, and if attendance is a requirement for bid award
 - Deadline for submission for bids or proposals; and
 - Address of location where complete specifications and bid / proposal forms may be obtained.
 - Ensuring that advertisements run one at least one week prior to bid opening date.
 - Ensuring that vendors are given the same opportunity to bid on the same product specifications.
 - Ensuring that purchase conditions are clearly defined in the solicitation.
 - Ensuring that the initial procurement solicitation and the final awarded contract include all required contract language and meets the requirements of local, state, and federal law.
 - The developer of written specifications or descriptions for procurements will be ***prohibited*** from submitting bids or proposals for such products or services.

2. All bids / contracts must contain provisions covering the following, as applicable:
 - Address terms of termination for cause and for convenience and the manner by which it will be affected and the basis for settlement.
 - Bid / contracts in excess of \$15,000 contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the following:
 - Clean Air Act (42 U.S.C. 7401-7671q)
 - Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387)
 - Buy American provision (7 CFR §210.21)
 - Equal Employment Opportunity (41 CFR §60)
 - Davis-Bacon Act (40 U.S.C. 3141-3148)
 - Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
 - Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2)
 - Debarment and Suspension (Executive Orders 12549 and 12689)
 - Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
 - Procurement of Recovered Materials (See §200.322)
3. Because of the potential for purchasing more than \$15,000, it will be the responsibility of the CNP Director to document the amounts to be purchased so the correct method of procurement will be followed.

When a formal procurement method is required, the following ***COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)*** procedures will apply:

- An announcement of an ***Invitation for Bid (IFB) or a Request for Proposal (RFP)*** will be sent to vendors, posted on Dallas County School website, and posted on the district bulletin board to publicize the intent to purchase needed items.
- The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
 - Contract period
 - Dallas County Schools are responsible for all contracts awarded (statement)
 - Date, time, and location of bid opening
 - How vendor is to be informed of bid acceptance or rejection
 - Delivery schedule
 - Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
 - Benefits to be entitled if the contractor cannot or will not perform as required
- Statement regarding the return of purchase incentives, discounts, rebates, and credits to the non-profit Child Nutrition account
- Contract provisions as required in Appendix II for 2 CFR Part 200, formerly 7 CFR Part 3016.36(i)
- Contract provisions as required in 7 CFR Part 210.21(f) for all cost reimbursable contracts
- Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding

- Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments)
- Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received
- Provision requiring access by duly authorized representatives of the Dallas County Schools, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
- Method of shipment or delivery upon contract award
- Provision requiring contractor to maintain all required records for **three** years after final payment and all other pending matters (audits) are closed for all negotiated contracts
- Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
- Signed statement of non-collusion
- Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).
- Affidavit of Alabama Immigration Compliance Signature Page
- Notice of Alabama Immigration Law Compliance Requirements
- E-Verify Memorandum of Understanding
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- Specifications and estimated quantities of products and services prepared by Dallas County Schools and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
- If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the CNP Director and date specified.
- The CNP Director will be responsible for securing all bids or proposals.
- The CNP Director will be responsible to ensure all Dallas County Schools procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
- The following criteria will be used in awarding contracts as a result of bids/proposals.
 - *Price*
 - *Conformity to Bid Requirements* (Ex.: quality, delivery, service, etc.)
 - *If two bids are equal, consideration will be given to the vendor which was last awarded a bid from Thomasville City Schools*

In awarding a competitive negotiation (RFP), a check list will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract.

- The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to Dallas County Schools, price, and other factors considered. Any and all bids or proposals may be rejected in accordance with law.

- The CNP Director is required to sign on the bid tabulation of competitive sealed bids proposals signifying a review and approval of the selections.
- The CNP Director reviews the procurement system to ensure compliance with applicable laws.
- The CNP Director is responsible for documentation that the actual product specified is received.
- Any time an accepted item is not available, the CNP Director will select the acceptable alternate. The contractor must inform the CNP Director within five (5) days when a product is not available. In the event a non-domestic agricultural product is to be provided to Dallas County Schools, the contractor must obtain, in advance, the written approval of the product. The CNP Director must comply with the Buy American Provision.
- Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the CNP Director.
- The CNP Director is responsible for maintaining all procurement documentation.

SECTION VI - NON-COMPETITIVE NEGOTIATION

If items are available **only** from a single source *when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation*, **NON-COMPETITIVE NEGOTIATION** may be used only when one or more of the following circumstances apply:

- 1) The item is available only from a single source,
- 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, or
- 3) After solicitation of a number of sources, competition is determined inadequate.

The CNP Director is responsible for handling non-competitive negotiations. Responsibilities include, but are not limited to the following:

1. Written Specifications will be prepared and provided to the vendor.
2. The CNP Director will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
3. A record of non-competitive negotiation purchases shall be maintained by the CNP Director. The record of non-competitive purchases shall include, at a minimum, the following:
 - item name
 - dollar amount
 - vendor, and
 - reason for non-competitive procurement
4. The CNP Director will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
 - 1) Dallas County Schools agrees that the reviewing official of each transaction will be the CNP Director.
 - 2) Payment will be made to the vendor when the contract has been met and verified and has met the procedures for payment. (if prompt payment is made, discounts, etc. are accepted.)
 - 3) Specifications will be updated as need.

SECTION VII – EMERGENCY PURCHASING

The CNP Director is responsible for handling emergency purchases. Responsibilities include, but are not limited to:

- Ensuring that written specifications will be prepared
- Ensuring that the actual product or service specified is received
- Ensuring that a record of the emergency purchase procedure is maintained and available for audit and review. At a minimum, the following emergency procurement procedures shall be documented:
 - item name
 - dollar amount
 - vendors contacted, and
 - reason for emergency
- Ensures all emergency procurements shall be approved by the Superintendent of Dallas County Schools
- Submits Equipment Request Form to ALSDE for approval
- Maintains all documents related to the emergency for five (5) years following the audit.

SECTION VII – PROCUREMENT CHECKLIST BID FILE CHECKLIST

The actual awarding of competitive bids is a process, which requires serious consideration by the Dallas County Board of Education. All decisions and actions of the Board of Education should be fully documented in the official minutes of the Board of Education and in the bid files.

Bid files should contain the following:

- ☐ Equipment Request Form signed by Director of CNP, Chief School Financial Officer, and Superintendent (if equipment purchase will be more than \$5,000)
- ☐ Letter of Approval from CNP Coordinator at Alabama State Department of Education if equipment purchase will be more than \$5,000)
- ☐ A copy of the bid specifications
- ☐ The original bids of each vendor that submitted a bid
- ☐ A bid tabulation sheet which identifies the low bidder
- ☐ Documentation that supports the conclusion that a bidder did not meet specifications. Reasons should be recorded in the bid file.
- ☐ Documentation to support that a bidder was not responsive
- ☐ A copy of the advertisement that was posted on the bulletin board or advertised in the newspaper
- ☐ Any decision made by the Board of Education pertaining to the omission of a certain vendor should be documented in the bid file
- ☐ A copy of the letter of recommendation that was sent to the Board of Education requesting award of bid

Board minutes should fully disclose the vendor that was awarded the bid. The minutes should also disclose how each Board Member voted on the awarding of the bid.

Notes:

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MICRO PURCHASE AND SMALL PURCHASE CHECKLIST

Regardless of procurement method used, the following factors will be determined regarding the allowability of costs:

- a) Be necessary and reasonable for the proper and efficient administration of the program (s)
- b) Be allocable to federal awards applicable to the administration of the programs (s)
- c) Be authorized and not prohibited under state and local laws

After satisfying these factors, the following steps will be taken:

- ☐ Obtain a list of items needed and develop specifications
- ☐ Send list and specifications to a minimum of two vendors with deadline for receiving quotes
- ☐ At the appointed time, review all price quotes according to specifications and determine lowest and best price evaluations meeting specifications
- ☐ Maintain all documentation for a minimum of three years plus the current year
- ☐ Date of record destruction shall be: _____

Attachment 1

**DALLAS COUNTY SCHOOLS
PROCUREMENT QUOTE FORM**

DATE: _____

TIME: _____

ITEM: _____

DESCRIPTION:

	COMPANY NAME	AMOUNT
QUOTE #1		
QUOTE #2		
QUOTE #3		

TYPE OF CONTACT: PHONE/EMAIL/FAX

Attachment 2

**RFP Invitation to Bid Sample
Purchased Food**

Dallas County Schools

July 10, 2018

INVITATION TO BID

Bid Number: RFP 2018-10-0008

Sealed bids will be received by the Dallas County Board of Education until 9:30 a.m., Monday, July 10, 2018 at the Central Office, 5570 Water Ave. Selma, AL for the purchase of Milk Products for the Child Nutrition Program.

Attached is a copy of the contract document and specifications. This contract will be effective from August 1, 2018 through July 31, 2019.

Please follow the instructions listed on the cover sheet. If the document is not submitted as requested, your bid will be disqualified. It is requested that the bidder carefully read all specifications and information contained in this document and that the document be retained for future reference.

The Dallas County Board of Education reserves the right to reject any and/or all bids and to waive formalities in awarding this bid to the low responsible bidder. If you have any questions concerning this bid, please contact Latonia Thrash, (334) 872-6070, ext. 12.

Sincerely,

Hattie Shelton
Superintendent

Attachments

This document will serve as a contract between the Dallas County School System and the vendor once the bid is awarded.

I. General Information

- A. All bids must be sealed and marked “CNP BID” with the bid number, opening time and date.
- B. No late bids will be opened.
- C. Bids will not include state sales tax or federal excise tax.
- D. It is not the policy of the Dallas County School System to purchase on the basis of low bid only. Quality, comfort with specifications, purpose for which required, terms of delivery, are among the factors that may be considered in determining the responsible bidder(s).
- E. Records showing successful bidder(s) and price quoted will be placed on file and may be examined upon request. If a contract is awarded to someone other than the bidder, a note of explanation will appear in the bid file.
- F. Milk Price shall be based on Escalations Clause which outlined in section VII of this bid document.

II. Requirements

The successful bidder shall be an established company experienced in handling institutional products listed on the bid and must maintain a current business license.

III. Method of Award

- A. The Dallas County Board of Education reserves the right to award all sections of this bid contract to one vendor or in any other manner deemed to be in the best interest of the Dallas County School System.
- B. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor’s bid will be considered unacceptable.
- C. After refusal by the first bidder, the bid will be awarded to the next low bidder meeting requirements and specifications.

IV. Contract Period and Type

- A. This bid contract consists of the attached letter, instructions, specifications, and requests for quotation form.
- B. Items which are not listed and are later approved for purchase by the Dallas County Board Education shall receive the same price discount as the bid term.
- C. This bid contract shall be in effect from August 1, 2018 through July 31, 2019.

V. Bidder Responsibility:

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

VI. Clarification:

If a clarification is required the request shall be made in writing, to the Dallas County Board of Education not later than seven (7) working days prior to the time and date set for the bid opening. The Dallas County Board of Education will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

VII. Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by The Dallas County Board of Education or as a result of violations of the contract terms by any contractor.

VIII. Pricing

A. Prices are to be quoted by the “unit” indicated on the face of the “request for proposal form”. Bid only one (1) brand that meets specifications. If more than one brand is quoted, the highest price will be used in tabulating the bid.

B. Prices are not to exceed three (3) decimal places.

C. Milk Price Escalation Clause:

All price shall be firm for 30 days, after which prices of milk can escalate or de-escalate in accord with changes in Class I Skim Price per hundred-weight based on monthly DFA Southeast Council Report. Prices for milk delivered can be escalated or de-escalated at the rate of \$0.001 per half pint for each full \$0.15 increase in raw milk per hundred weight. Any changes (up or down) in price must be announced to Dallas County School District officials by the 15th of the month preceding the month in which the change will occur. Any changes in prices must be accompanied by a copy of the current DFA Southeast Council report and a copy of the original DFA Southeast Council report from the time of the original bid or the previous escalation request. Suppliers are also requested to submit conversion calculations showing manner of arriving at amount of change. Petitions with in-house developed spreadsheets or company news announcements are not acceptable as documentation. Petitions for price escalations must be approved by Dallas County School District officials.

- D. If the successful bidder(s) receive discount on volume purchased or special discounts, this price is to be reflected to the Dallas County School System.
- E. The decision of the Dallas County Board of Education will be final on any question of pricing. The Board reserves the privilege to re-bid any or all items if price fluctuations are beyond amount anticipated or for any other good and just cause that are unsatisfactory to the Board.
- F. In case of an error in the price: extensions the unit price will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. The Dallas County Board of Education does reserve the right to correct mathematical errors which cause an incorrect extension.

The right to correct mathematical error shall be limited to correcting an extension error brought about when multiplying the unit cost by the usage. Unit cost shall be defined for the purposes of this document, to mean the delivered cost of a specific bid unit and is to include any applicable freight cost and any other associated costs.

IX. Quantity

- A. The quantities of items specified herein to be purchased are estimated amounts. The fact that actual quantities for the ensuing year cannot be determined will not relieve the successful bidder of his obligation to fill all orders for these products during the contract period. No minimum amount ordered will be required by Vendor.
- B. Quantities which are not ordered prior to the expiration of the period specified or termination of the contract shall stand automatically canceled.

X. Packaging

- A. All one-half pint plastic containers, in which milk for the school system is packed, shall be: of an approved material sound, sanitary, leak proof and with lids which open properly. All containers must be treated to kill bacteria and provide adequate protection of contents from contamination.
- B. All products shall be from the latest pack and clearly labeled.
- C. Each individual container must be sealed.

XI. Orders

All orders will be picked up at the Central Office of the Dallas County Board of Education, unless prior agreement has been made with the Purchasing Department.

XII. Product Holding Equipment

The bidder shall furnish, service and maintain insurance on all milk holding equipment in the school. One holding unit is required for Dallas County Elementary School cafeteria. Two holding units are required for Dallas County High School. Preferred unit for the high school is 34" L x 33 3/8" D x 41 1/8" D. Equipment service does not include any holding equipment

owned by Dallas County School Board of Education. Product hold equipment is not required for Tipton Middle School Cafeteria.

XIII. Facilities and Equipment

Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. Refrigeration facilities used for storing milk and milk products must meet recommendations of the Refrigeration Research Council. Delivery temperatures of milk and milk products shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. The Dallas County Board of Education reserves the right to pre-qualify any or all bidders and to 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.

XIV. Deliveries

- A. Deliveries are to be made daily to each school Monday through Friday between the hours of 7:00 a.m. and 2:00 p.m. unless prior agreement has been made with the Purchasing Department.
- B. Vendors shall set up a regular delivery schedule so the Cafeteria Manager and the Central Office may know when to expect a delivery. If for any reason a scheduled delivery cannot be made, the vendor shall contact the Central Office immediately.
- C. No deliveries are to be made during lunch hours without the Cafeteria Manager's permission.
- D. Deliveries are to be made to the school as indicated on purchase order.
Schools in Dallas County Board of Education district: Southside High School, 7975 U.S. Highway 80 East. Tipton Middle School, 2500 Tipton St., and Salem Elementary School, 3486 Dallas County Rd. 3, Orrville, AL 36767
- E. All products shall be in a wholesome and sanitary condition, properly packaged at the time of delivery. Trucks shall be clean and free from odors. Products are subject to be re-examined at their destination for compliance to specifications.

XV. Backorders

- A. Items temporarily out of stock shall be a minimum. When this occurs, mark "out" on delivery ticket and do not backorder.
- B. In case of out of stock items the vendor shall notify the Child Nutrition Program Purchasing Department.

XVI. Cancellations

No items in the bid are to be canceled without the prior consent of the Purchasing Department.

XVII. Substitutions

- A. No substitutions on items, brands, grades, etc. are to be made by the vendor without prior consent of the Child Nutrition Program Purchasing Department. Any substitution made without prior consent will be refused.
- B. The vendor is not to request authority to substitute unless the quality of the item to be substituted is equal to, or higher grade than originally requested.

XVIII. 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 the Dallas County Board of Education, such delivery will constitute grounds for the cancellation of the contract and/or the removal of this vendor from the mailing list for not less than one year.
- B. If at any time the vendor fails to provide the products for the duration of the bid contract period will constitute grounds for the cancellation of the contract and/or the removal of this of this vendor from the mailing list for not less than one year.

XIX. Billing

- A. The accounting and bookkeeping for the Child Nutrition Program in the Dallas County School System is to be handled by the Central Office.
 - 1. All invoices and credits involving the Child Nutrition Program should be sent to the appropriate school listed on the purchase order. All other accounting correspondence should be sent to the Dallas County Board of Education.
 - 2. All invoices are to be clearly marked to indicate the school, account name, and P. O. #: "CNP", "SCHOOL", "P. O. #", etc.
 - 3. Unsigned invoices will be considered an invalid invoice.
- B. At the time of delivery to the school, two (2) copies of the vendor's invoice shall be left with the Cafeteria Manager. The copies left with the Managers cannot be changed. The vendor shall post his records to agree with the invoice left with the Manager.
- C. In the event of errors, a credit or debit (as the cause may be) is to be issued against the invoice as it was presented to the Cafeteria Manager.
 - 1. The credit or debit shall show the original invoice number, date and error being corrected on the face of said credit or debit.
 - 2. The credit or debit shall be sent to the Central Office.
- D. Statements shall be figured on the last delivery of the month and remitted to the Central Office immediately.
- E. Payments for delivery of the product pursuant to this agreement are to be made by BUYER to VENDOR. upon receipt and approval of VENDOR'S invoice and statement within thirty

(30) days of delivery provided that funds are then available but in any event within sixty (60) days of delivery, unless otherwise agreed to by the parties hereto.

XX. General Conditions

- A. The Dallas County Board of Education reserves the right to decrease the number of cases required for any item should these items become available for distribution A surplus commodity from the USDA.
- B. The successful bidder shall handle all bid items and any additional items needed by the Dallas County Board of Education at the same margin of profit at which bid is taken.

XXI. Standard Contract Conditions:

- A. 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.
- B. The contractor shall not advertise or publish information for commercial benefit concerning this contract without prior written approval of Dallas County Schools District's purchasing officer.
- C. Contractors providing service under this invitation for bids, herewith, assures the Dallas County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- D. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulation (41 CFR Part 60).
- E. State Sales Tax Exemption information will be issued upon request.
- F. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, 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.
- G. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Dallas County Board of education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- H. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
- I. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857{h}), Section 508 of the Clean Water Act (33 U.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 in the EPA List of Violating Facilities.

- J. 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.
- K. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.
- L. Contractor shall comply with Section 103 (d) of the William F. Goodling 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 50 per cent 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 from doing business with agencies of the State of Alabama for a period of not less than five (5) years.

XXII. Laws

- A. All products furnished to the Dallas County Board of Education shall comply with the latest standard and regulations established by state and federal laws, including the United States Department of Agriculture for the Grade Specification.
- B. All bidders must comply with Alabama Immigration Law, HB. 56. The law requires that certain contractors/vendors provide proof that your company is in compliance with the immigration law by submitting a notarized Affidavit of Immigration Law Compliance and an E-Verify Memorandum of Understanding. This law is applicable to any person, employer, or business entity that enters into a bid agreement to perform any work or provide a certain product in exchange for valuable consideration. Attached is an Alabama Immigration Law Compliance, HB. 56 which provides instruction on the compliance process. **The completed Affidavit of Immigration Law Compliance form and your company E-Verify Memorandum of Understanding must be submitted with the bid.**
- C. All contracts over \$10,000.00, awarded by the SFA, must include a provision to have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts and transcription. Contractors must maintain all required records for three years after contract period or other pending matters are closed.
- D. Contractors providing service under this Request for Bid, herewith assure the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- E. Contractors must comply with Executive Order 121246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFP Part 60).

- F. Contractors must recognize mandatory standards and policies relating to energy efficiency and must be in compliance with the Energy Policy and Conservation Act (P.L. 94-265).
- G. All products furnished to the Dallas County Board of Education shall comply with the latest standard and regulations established by the federal laws, including the United States Department of Agriculture, for the Grade Specification.
- H. Bidders must comply with the Buy American provision (7 CFR part 210.21). The term ‘domestic commodity or product’ means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” is defined by USDA as meaning that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. The Federal Nutrition Service encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that Dallas County Schools may consider are:
 - 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
 - 2) Competitive research and bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
- I. In the event that the instructions, conditions, and specifications of the Dallas County Board of Education exceed any of the previously mentioned agencies, the instructions, conditions, and specifications of said Board shall have control.
- J. In the event that the instructions, conditions, and specifications of the Dallas County Board of Education exceed any of the previously mentioned agencies, the instructions, conditions, and specifications of said Board shall have control.

XXIII. Labeling

- A. All cases, boxes, etc. must bear commercial labels. All cartons, containers, etc. shall be clearly marked as to specific contents.
- B. Brand names must be shown on the “Request for Proposals Form”. So-termed
- C. “Packer’s Label” is not acceptable as a brand name. Bid only on one brand that meets specifications.
- C. All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.

XXIV. Inspection

- A. A sample of any product shall be furnished on request for quality test or if a sample is requested on the “Request for Quotation Form”.
- B. The successful bidder will furnish the Dallas County Board of Education the United States Department of Interior Certificates of grade upon request when quality is questioned. Any

expense incurred in obtaining grade certificates and/or conformance to specifications are the responsibility of the vendor.

- C. The successful bidder must guarantee merchandise against “swells” and/or other defects for a period of six months after delivery.

XXV. 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 Dallas County Board of Education. Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

XXVI. Gifts and Gratuities

Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under this provision of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

XXVII. Contract Cancellation

The contract may be canceled for cause by either party upon issuance of written notice 30 days prior to intended date of cancellation. Cause for Dallas County Board of Education shall include, but not limited to failure, on the part of the contractor, to perform in compliance with the specifications and/or contract conditions.

United State Department of Agriculture 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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.

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U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary 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 offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary 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 primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 Non procurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

PROPOSAL FORM

**TO: DALLAS COUNTY BOARD OF EDUCATION
CHILD NUTRITION PROGRAM
5570 Water Ave.
Selma, Alabama 36703**

Bid No. RFP 2017-17-0005

Date: June 6, 2017

The Bidder declares that he has examined the Bid Documents and fully understands all conditions of same.

In compliance with your advertisement for bid dates and subject to all conditions thereof, the undersigned is a corporation organized and existing under the law of the State of Alabama and/or State of Mississippi.

BIDDER'S AGREEMENT

We, the undersigned, are in position to deliver the items specified on the attached Bid Specifications forms at the price shown. We are able to deliver the specified items within _____ days after receipt of order.

I hereby affirm I have not been in any agreement of collusion among bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

THIS BID MUST BE

VENDOR/
FIRM _____

STREET _____

CITY _____ ST _____ ZIP _____

BY _____

DATE _____ TERMS _____

NOTARIZED
Sworn to and
subscribed before
me on this ____ day
_____, 20____.

Notary Public

I certify that an Invitation to Bid, Bid Specifications, and Bid Instructions were emailed to the following vendors:

Milk Products

Borden Dairy Company
Lynda.anderson@bordendairy.com
Ben.davis@borden dairy com

Barbers Milk, LLC
terri_smith@deansfoods.com
Attn.: Bid Department
36 Barber Court
Birmingham, AL 35209

Luvel Dairy
jbriscoe@bellsouth.net
Attn.: Bid Department
926 Veterans Memorial Drive
Kosciusko, MS 39090

Latonia Thrash, CNP Director

Date

I certify that Bid # RFP 2017-17-0005 was opened and read at 10:30 a.m. on June 26, 2017.
Companies bidding were:

	YES	NO
Barbers Milk, LLC	_____	_____
Borden Dairy Company	_____	_____
Luvel Dairy	_____	_____

Latonia Thrash, Child Nutrition Director

Child Nutrition Bid # RFP 2017-17-0005, opened 11:00 a.m. June 26, 2017

Present at bid opening:

Attachment 3
RFP Pricing Response Form Sample
DALLAS COUNTY SCHOOLS

VENDOR:

DATE: 6/6/2017

BID NO.: RFP 2017-17-0005

BID DATE:

10:30 a.m. CENTRAL

PAGE: 1

<u>ITEM</u> <u>NUMBER</u>	<u>NAME/DESCRIPTION</u>	<u>APPROVED BRANDS</u>			
10025	BUTTERMILK - 1% LOWFAT 1/2 GALLON CARTON/PLASTIC CONTAINER MUST MEET AL STATE BOARD OF HEALTH CODE 420-3-16 FOR BUTTERMILK. 1% LOWFAT BUTTERMILK	BORDEN BARBERS LUVEL			
			<u>COUNT</u>	<u>BID UNIT</u>	<u>PURCH</u> <u>UNIT</u>
	PREFER. PKG. : 9	SPECIFIED:	1.0000	1/2 GL	EACH
	BRAND NAME: _____	VENDOR: _____			
	HOW PACKED: _____	PRICES:			\$ _____
	STOCK NUMBER: _____	EST PUR QTY:	261 EACH	COST:	\$ _____

<u>ITEM</u> <u>NUMBER</u>	<u>NAME/DESCRIPTION</u>	<u>APPROVED BRANDS</u>			
10030	STRAWBERRY SKIM FLAVORED MILK 1/2 PINT PLASTIC CONTAINER. MUST MEET AL STATE BOARD OF HEALTH CODE 420-3-16 FOR FAT FREE FLAVORED MILK. PACKED 50 PER CRATE MUST NOT CONTAIN MORE THAN 30 GRAMS OF SUGAR.	BORDEN BARBERS LUVEL			
			<u>COUNT</u>	<u>BID UNIT</u>	<u>PURCH</u> <u>UNIT</u>
	PREFER. PKG.: 50	SPECIFIED	1.0000	1/2 PT	EACH
	BRAND NAME: _____	VENDOR: _____			
	HOW PACKED: _____	PRICES:			\$ _____
	STOCK NUMBER: _____	EST PUR QTY:	12720 EACH	COST: \$ _____	

VENDOR:

DATE: 6/6/2017

BID NO.: RFP 2017-17-0005

BID DATE:

10:30 a.m. CENTRAL

PAGE: 2

<u>ITEM</u>				
<u>NUMBER</u>	<u>NAME/DESCRIPTION</u>	<u>APPROVED BRANDS</u>		
	SKIM MILK (UNFLAVORED)	BORDEN		
	1/2 PINT PLASTIC CONTAINER.	BARBERS		
	MUST MEET AL STATE BOARD OF	LUVEL		
	HEALTH CODE 420-3-16 FOR			
	FAT FREE MILK.			
	MUST NOT CONTAIN MORE THAN			
	30 GRAMS OF SUGAR.			
				PURCH
		<u>COUNT</u>	<u>BID UNIT</u>	<u>UNIT</u>
PREFER. PKG.: 50	SPECIFIED:	1.0000	1/2 PT	EACH
BRAND				
NAME: _____	VENDOR: _____			
HOW PACKED:				
_____	PRICES:			\$ _____
STOCK NUMBER:				
_____	EST PUR QTY:	7174 EACH		COST:\$ _____

Attachment 4

Press Release to Local Newspaper

Sample

Invitation to Bid

The Dallas County Board of Education will receive sealed bids for Child Nutrition Program Milk and Fresh Produce products until 10:00 a.m., June 26, 2017. General specifications and considerations may be obtained at Dallas County Schools, Central Office, 5570 Water Ave, Selma, AL, 36703 or by calling (334) 877-6070.

The Dallas County Board of Education reserves the right to reject any and all bids.

A NOTE TO THE EDITOR

***** THIS IS TO BE RUN FOR ONE WEEK.*****
June 15, 2017 ISSUE.

Attachment 5

RFP Award Recommendation to the Dallas County Schools' School Board Sample

Dallas County Schools
Child Nutrition Program

Milk Products

Bid Number: RFP 2017-17-0005

Sealed bids were open on Monday, June 26, 2017 for the purchase of Milk Products for the Child Nutrition Program. Barbers Milk, LLC. and Luvel Dairy did not respond to the bid solicitation. Borden Dairy Company submitted the lowest bid for the 2017 – 2018 school year.

The total bid quote calculations per projected usage are as follows:

BORDEN DAIRY BID RESPONSE

ITEM	PROJECTED USAGE	BID RESPONSE PER EACH	TOTAL BID RESPONSE
BUTTERMILK, 1/2 GALLON- 1% LOWFAT	261 EA.	\$1.84	\$480.24
STRAWBERRY FLAVORED MILK (SKIM)	12,720 EA.	\$0.299	\$3,803.28
CHOCOLATE FLAVORED MILK (SKIM)	93,554 EA.	\$0.299	\$27,972.64
SKIM MILK UNFLAVORED	25,400 EA.	\$0.299	\$2,145.03
1% MILK UNFLAVORED (LOW FAT)	26,277 EA.	\$0.299	\$7,856.82
HALF & HALF CREAM, 1 QUART	100 EA.	\$1.85	\$185.00

TOTAL BID RESPONSE

\$43,543.01

DEAN DAIRY HOLDINGS/ BARBER MILK, LLC.

ITEM	PROJECTED USAGE	BID RESPONSE PER EACH	TOTAL BID RESPONSE
BUTTERMILK, ½ GALLON- 1% LOWFAT	261 EA.	No Bid Response	\$0.00
STRAWBERRY FLAVORED MILK (SKIM)	12,720 EA.	No Bid Response	\$0.00
CHOCOLATE FLAVORED MILK (SKIM)	93,554 EA.	No Bid Response	\$0.00
SKIM MILK UNFLAVORED	93,554 EA.	No Bid Response	\$0.00
1% MILK UNFLAVORED (LOW FAT)	26,277 EA.	No Bid Response	\$0.00
HALF & HALF CREAM, 1 QUART	100 EA.	No Bid Response	\$0.00

TOTAL BID RESPONSE

\$0.00

Attachment 6
RFP Bid Award Notification

Dallas County Schools
Child Nutrition Program

June 29, 2017

CHILD NUTRITION PRPOGRAM
BID AWARD NOTIFICATION

Bid Number: RFP 2017-17-0005

Borden Dairy Company

Thank you for your participation in the Child Nutrition Program 2017-2018 bid for milk products. Attached is a listing of items awarded to your company and Dallas County Schools' school calendar for 2017-2018.

If you have any questions concerning this bid award, please contact Latonia Thrash at (334) 872-6070, ext.12.

Sincerely,

Mrs. Hattie Shelton
Superintendent

Attachment 7

**RFP Invitation to Bid Sample
Fresh Produce**

Dallas County Schools

June 5, 2017

INVITATION TO BID

Bid Number: RFP 2017-17-0004

Sealed bids will be received by the Dallas County Board of Education until 10:00 a.m., Monday, June 26, 2017 at the Resource Center, 5570 Water Ave, Selma, AL for the purchase of Regular Fresh Produce Products and Precut Prepackaged Fresh Fruit and Vegetable for the Child Nutrition Program.

Attached is a copy of the contract document and specifications. This contract will be effective from August 1, 2017 through July 31, 2018.

Please follow the instructions listed on the cover sheet. If the document is not submitted as requested, your bid will be disqualified. It is requested that the bidder carefully read all specifications and information contained in this document and that the document be retained for future reference.

The Dallas County Board of Education reserves the right to reject any and/or all bids and to waive formalities in awarding this bid to the low responsible bidder. If you have any questions concerning this bid, please contact Latonia Thrash, (334) 872-6070, ext.12.

Sincerely,

Mrs. Hattie Shelton
Superintendent

VNA/et

Attachments

This document will serve as a contract between the Dallas County School System and the vendor once the bid is awarded.

I. General Information

- A. All bids must be sealed and marked "CNP BID" with the bid number, opening time and date.
- B. No late bids will be opened.
- C. Bids will not include state sales tax or federal excise tax.
- D. It is not the policy of the Dallas County School System to purchase on the basis of low bid only. Quality, comfort with specifications, purpose for which required, terms of delivery, are among the factors that may be considered in determining the responsible bidder(s).
- E. Records showing successful bidder(s) and price quoted will be placed on file and may be examined upon request. If a contract is awarded to someone other than the bidder, a note of explanation will appear in the bid file.

I. Requirements

- A. The successful bidder shall be an established company experienced in handling institutional products listed on the bid and must maintain a current business license.
- B. Vendor must submit a copy of its Good Agricultural Practices Certificate and/or United States Department of Agriculture (USDA) Inspection Certificate. A current copy of company's health inspection report is also acceptable.
- C. Each bidder must have a certified Hazard Analysis Critical Control Point (HACCP) plan that will be used in the case that damaged/contaminated produce must be removed. This must be submitted with proposal.
- D. Physical Facilities: The potential bidder's warehouse and trucks may be inspected by a representative of the Dallas County Board of Education at any given time. The warehouse and trucks shall: 1. Be clean, 2. Be free of insects and rodents, 3. Be adequate for storing and delivering products (dry or chilled) that potential contractor proposes to supply, and meet all FDA requirements.
- E. All products must be from a primary grower shipper market that provides No. 1, Grade A Fancy or higher quality products.
- F. Each bidder must have an adequate number of refrigerated trucks to insure all deliveries will be made on schedule.

III. Method of Award

- A. The Dallas County Board of Education reserves the right to award all sections of this bid contract to one vendor or in any other manner deemed to be in the best interest of the Dallas County School System.
- B. In the event the low responsible bidder refuses to accept the entire requirements without deviation, this vendor's bid will be considered unacceptable.

- C. After refusal by the first bidder, the bid will be awarded to the next low bidder meeting requirements and specifications.

IV. Contract Period and Type

- A. This bid contract consists of the attached letter, instructions, specifications, and requests for quotation form.
- B. Items which are not listed and are later approved for purchase by the Dallas County Board Education shall receive the same price discount as the bid term.
- C. This bid contract shall be in effect from August 1, 2017 through July 31, 2018.

V. Bidder Responsibility:

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

VI. Clarification:

If a clarification is required the request shall be made in writing, to the Dallas County Board of Education not later than seven (7) working days prior to the time and date set for the bid opening. The Dallas County Board of Education will respond to the request, by letter, or in the form of a written addendum if it is determined that all prospective bidders should have benefit of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

VII. Liability:

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees incurred by The Dallas County Board of Education or as a result of violations of the contract terms by any contractor.

VIII. Pricing

- A. Prices are to be quoted as two separate costs; the market cost and a firm distribution fee for service. These prices combined will equal the sell price of the item. Market cost quoted shall be based on historical product cost for the period of Monday, April 17 through Friday April 21, 2017, from their suppliers. Prices are not to exceed (3) decimal places. Please indicate "count" of product if different than described.
- B. Market Fluctuations: During the contract term, the open market cost may fluctuate based on current conditions, seasonal supply and weather. During the period of this bid, the Board will allow escalation/de-escalation pricing upon receipt of updated supplier/manufacturer price schedule as applicable. Any changes (up or down) in prices must be announced to the Child Nutrition Program Central Office by Wednesday, 10:00 a.m. on the week prior to pricing period start date. Prices submitted each week shall include the fixed fees for service. If not given by the deadline, current pricing will prevail. Proof of market cost shall be required for the duration of the contract. To validate weekly pricing the District can request documentation on any or all items listed on the order form.

The awarded vendor must be able to provide, if requested, sufficient documentation to substantiate the cost for the specific week. The acceptable documentation shall include invoices or written quotations provided from the vendor's produce supplier. Request documentation must be provided to the District electronically within 5 business days of the request.

- A. Fixed Fees: The term "fixed fees for service" is used in this bid to indicate the amount a vendor will be paid for purchasing, storing and delivering food products, as well as other indirect and overhead cost, including profit. Fixed fees shall remain firm for the duration of the bid including renewals and extensions.
- B. Partial Case Quantities: The District has requested both full and partial cases of certain products on this bid. As the District cost will be based on market prices for full case quantities the pricing of partial (broken cases) shall be prorated in accordance with the broken size of the original wholesale unit. For example, if the market price of a full case of product is \$10.00, the District would be charged \$5.00 for a half case, plus the broken case fee.
- C. Dallas County Schools shall have the option to purchase seasonal produce items and fresh produce not listed on the pricing bid form from the awarded vendor. Vendor shall use the pricing formula stipulated in section VIII Pricing section A.
- D. All items shall be quoted F.O.B. to all three (3) School Sites.
- E. If the successful bidders (s) receive discount on volume purchased or special discounts, this price is to be reflected to the Dallas County School System.
- F. The decision of the Dallas County Schools Board of Education will be final on any question of pricing. The Board reserves the privilege to re-bid any or all items if price fluctuations are beyond amount anticipated or for any other good and just cause that are unsatisfactory to the Board.

IX. Quantity

- A. The quantities of items specified herein to be purchased are estimated amounts. The fact that actual quantities for the ensuing year cannot be determined will not relieve the successful bidder of his obligation to fill all orders for these products during the contract period.
- B. Quantities which are not ordered prior to the expiration of the period specified or termination of the contract shall stand automatically canceled.

X. Packaging

- A. All products delivered shall conform in all respects to applicable standards promulgated under the Federal Food, Drug and Cosmetic Act, and with acceptable Dallas County Schools Board of Education standards.
- B. Do not bid any food items preserved by the use of an irradiation process.
- C. Quality of all fresh fruits and vegetables shall be free from decay, well colored and possess characteristics normally associated with Dallas County Board of Education Quality and grade Standards of U.S Department of Agriculture, Agricultural Marketing Service. All products quoted must be grade No. 1 Quality products, USDA Fancy or better.
- D. All packaging and packing will be in accordance with Good Commercial Practice.
- E. All products shall be clearly labeled.

XI. Orders

Dallas County Schools purchasing department shall be responsible for faxing or emailing orders to the awarded vendor.

XII. Deliveries

- A. Deliveries are to be made weekly to each school between the hours of 7:00 a.m. and 2:00 p.m. unless prior agreement has been made with the Purchasing Department.
- B. Vendors shall set up a regular delivery schedule so the Cafeteria Manager and the Central Office may know when to expect a delivery. If for any reason a scheduled delivery cannot be made, the vendor shall contact the Central Office immediately.
- C. No deliveries are to be made during lunch hours without the Cafeteria Manager's permission.
- D. Deliveries are to be made to the school as indicated on purchase order. Schools in Dallas County Board of Education district: Keith High School, 1166 County Rd. 115, Tipton Middle School, 2500 Tipton ST., and Salem Elementary School, 3486 Dallas County Rd. 3., Orrville AL 36767
- E. All products shall be in a wholesome and sanitary condition, properly packaged at the time of delivery. Trucks shall be clean and free from odors. Products are subject to be re-examined at their destination for compliance to specifications.

XIII. Backorders

- A. Items temporarily out of stock shall be a minimum. When this occurs, mark "out" on delivery ticket and do not backorder.
- B. In case of out of stock items the vendor shall notify the Child Nutrition Program Purchasing Department.

XIV. Cancellations

No items in the bid are to be canceled without the prior consent of the Purchasing Department.

- A. No substitutions on items, brands, grades, etc. are to be made by the vendor without prior consent of the Child Nutrition Program Purchasing Department. Any substitution made without prior consent will be refused.
- B. The vendor is not to request authority to substitute unless the quality of the item to be substituted is equal to, or higher grade than originally requested.
- C. Substitutions shall be priced same as ordinal bid item.

XVI. Labeling

- A. All cases, boxes, etc. must bear commercial labels. All cartons, containers, etc. shall be clearly marked as to specific contents.
- B. Brand names must be shown on the "Request for Proposals Form." So-termed "Packer's Label" is not acceptable as a brand name. Bid only on one brand that meets specifications.

- C. All packaging shall conform to current standards acceptable to the trade and required by ICC Regulations.

XVII. INSPECTION

- A. A sample of any product shall be furnished on request for quality test or if a sample is requested on the "Request for Quotation Form."
- B. The successful bidder will furnish the Dallas County Board of Education the United States Department of Interior Certificates of grade upon request when quality is questioned. Any expense incurred in obtaining grade certificates and/or conformance to specifications are the responsibility of the vendor.

XIII. 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 the Dallas County Board of Education, such delivery will constitute grounds for the cancellation of the contract and/or the removal of this vendor from the mailing list for not less than one year.
- B. If at any time the vendor fails to provide the products for the duration of the bid contract period will constitute grounds for the cancellation of the contract and/or the removal of this of this vendor from the mailing list for not less than one year.

XIV. Billing

- A. The accounting and bookkeeping for the Child Nutrition Program in the Dallas County School System is to be handled by the Central Office.
 - 1. All invoices and credits involving the Child Nutrition Program should be sent to the appropriate school listed on the purchase order. All other accounting correspondence should be sent to the Dallas County Board of Education.
 - 2. All invoices are to be clearly marked to indicate the school, account name, and P. O. #: "CNP", "SCHOOL", "P. O. #", etc.
- B. At the time of delivery to the school, two (2) copies of the vendor's invoice shall be left with the Cafeteria Manager. The copies left with the Managers cannot be changed. The vendor shall post his records to agree with the invoice left with the Manager.
- C. In the event of errors, a credit or debit (as the cause may be) is to be issued against the invoice as it was presented to the Cafeteria Manager.
 - 1. The credit or debit shall show the original invoice number, date and error being corrected on the face of said credit or debit.
 - 2. The credit or debit shall be sent to the Central Office.
- D. Statements shall be figured on the last delivery of the month and remitted to the Central Office immediately.
- E. Payments for delivery of the product pursuant to this agreement are to be made by BUYER to VENDOR, upon receipt and approval of VENDOR'S invoice and statement within thirty (30) days of delivery provided that funds are then available but in any event within sixty (60) days of delivery, unless otherwise agreed to by the parties hereto.

XIX. General Conditions

- A. The Dallas County Board of Education reserves the right to decrease the number of cases required for any item should these items become available for distribution as surplus commodities from the USDA.
- B. The successful bidder shall handle all bid items and any additional items needed by the Dallas County Board of Education at the same margin of profit at which bid is taken.

XX. Standard Contract Conditions:

- A. 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.
- B. The contractor shall not advertise or publish information for commercial benefit concerning this contract without prior written approval of Dallas County Schools District's purchasing officer.
- C. Contractors providing service under this invitation for bids, herewith, assures the Dallas County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- D. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulation (41 CFR Part 60).
- E. State Sales Tax Exemption information will be issued upon request.
- F. Contractors shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with contractor's performance of work under this contract, 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.
- G. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Dallas County Board of education, its authorized agents and/or state/federal representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- H. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.
- I. Contractors shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857{h}), Section 508 of the Clean Water Act (33 U.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 in the EPA List of Violating Facilities.
- J. 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.
- K. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.

- L. Contractor shall comply with Section 103 (d) of the William F. Goodling 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 50 per cent 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 from doing business with agencies of the State of Alabama for a period of not less than five (5) years.

XXI. Laws

- A. All products furnished to the Dallas County Board of Education shall comply with the latest standard and regulations established by state and federal laws, including the United States Department of Agriculture for the Grade Specification.
- B. All bidders must comply with Alabama Immigration Law, HB. 56. The law requires that certain contractors/vendors provide proof that your company is in compliance with the immigration law by submitting a notarized Affidavit of Immigration Law Compliance and an E-Verify Memorandum of Understanding. This law is applicable to any person, employer, or business entity that enters into a bid agreement to perform any work or provide a certain product in exchange for valuable consideration. Attached is an Alabama Immigration Law Compliance, HB. 56 which provides instruction on the compliance process. **The completed Affidavit of Immigration Law Compliance form and your company E-Verify Memorandum of Understanding must be submitted with the bid.**
- C. All contracts over \$10,000.00, awarded by the SFA, must include a provision to have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts and transcription. Contractors must maintain all required records for three years after contract period or other pending matters are closed.
- D. Contractors providing service under this Request for Bid, herewith assure the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- E. Contractors must comply with Executive Order 121246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFP Part 60).
- F. Contractors must recognize mandatory standards and policies relating to energy efficiency and must be in compliance with the Energy Policy and Conservation Act (P.L. 94-265).
- G. All products furnished to the Dallas County Board of Education shall comply with the latest standard and regulations established by the federal laws, including the United States Department of Agriculture, for the Grade Specification.
- H. Bidders must comply with the Buy American provision (7 CFR part 210.21). The term ‘domestic commodity or product’ means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” is defined by USDA as meaning that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. The Federal Nutrition Service encourages specifications using Federal funds to require

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

- 3) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
 - 4) Competitive research and bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
- I. In the event that the instructions, conditions, and specifications of the Dallas County Board of Education exceed any of the previously mentioned agencies, the instructions, conditions, and specifications of said Board shall have control.

XXII. Gifts and Gratuities

Acceptance of gifts from contactors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under this provision of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

XXIII. Contract Cancellation

The contract may be canceled for cause by either party upon issuance of written notice 30 days prior to intended date of cancellation. Cause for Dallas County Board of Education shall include, but not limited to failure, on the part of the contractor, to perform in compliance with the specifications and/or contract conditions.

United State Department of Agriculture 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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.

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U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary 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 offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (3) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (4) Where the prospective primary 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

11. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
12. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
13. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
14. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
15. 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. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
16. The prospective primary 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 entering into this transaction.
17. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
18. 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 Non procurement List.
19. 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.

20. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

PROPOSAL FORM

**TO: DALLAS COUNTY BOARD OF EDUCATION
CHILD NUTRITION PROGRAM
5570 Water Ave.
Selma, Alabama 36703**

Bid No. RFP 2017-17-004

Date: June 6, 2017

The Bidder declares that he has examined the Bid Documents and fully understands all conditions of same.

In compliance with your advertisement for bid dates and subject to all conditions thereof, the undersigned is a corporation organized and existing under the law of the State of Alabama and/or State of Mississippi.

BIDDER'S AGREEMENT

We, the undersigned, are in position to deliver the items specified on the attached Bid Specifications forms at the price shown. We are able to deliver the specified items within _____ days after receipt of order.

I hereby affirm I have not been in any agreement of collusion among bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

THIS BID MUST BE

VENDOR/
FIRM_____

STREET_____

CITY_____ST_____ZIP_____

BY_____

DATE_____TERMS_____

NOTARIZED
Sworn to and
subscribed before
me on this ____day
_____,20____.

Notary Public

I certify that an Invitation to Bid, Bid Specifications, and Bid Instructions were emailed to the following vendors:

Produce Products

Forstwood Farms, Inc.
Attn.: Will Scott
will@forestwood.com
sales@forestwood.com
4101 Coalburg Road
Birmingham, AL 35207

Four Seasons Produce
Attn.: Vicki Stanger
vstagner@gmail.com
4507 Main Street
Moss Point, MS 39563

Merchants Food Service Company
Attn: Brittany Bullock
lcarter@merchantsfoodservice.com
P.O. Box 1351
Hattiesburg, MS 39403-1351

Sysco Food Service Company
Chambless.daniel046@centralal.sysco.com

Latonia Thrash , CNP Director

Date

I certify that Bid # RFP 2017-17-006 was opened and read at 10:00 a.m. on June 26, 2017.

Companies bidding were:

	YES	NO
Forstwood Farms, Inc.	_____	_____
Four Seasons Produce Company	_____	_____
Merchants Food Service	_____	_____
Sysco Food Service Company	_____	_____

Latonia Thrash, Child Nutrition Director

Child Nutrition Bid # RFP 2017-17-006 was opened and read at 10:00 a.m. on June 26, 2017

Present at bid opening:

Bid Pricing Form

Bid RFP #2017-147-0004

Monday, June 26, 2017 @ 10:00 a.m.

Bidders must list something in every item listed. If you are not bidding that item, put "no bid" in the block. Failure to write a price or "no bid" in every item will result in your bid being rejected. Prices not to exceed three (3) decimal places.

(A)	(B)	(C)	(D)	(E)	(F)	(G)
Item No.	Est. Qty.	Description/Unit	Market Cost (April 21-25, 2014)	Distribute. Fee	Unit Sell Price (D)+(E)	Extended Price (B)x(F)
1	50	Apples, Red Delicious, fresh, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 grade standard or higher. Min. 40 lb case, 110-113 Ct/Case; Tray Packed				
2	15	Apples, Golden Delicious, fresh, Washington Fancy, Extra Fancy, or Eastern, U.S. No. 1 or higher. Min. 40 lb case, 113-125 Ct/Case; Tray Packed				
3	10	Apples, Granny Smith, fresh, tart green apple, U.S. No. 1 grade standard, Min. 40 lb case, 113-125 Ct/Case; Tray Packed				
4	15	Apple, Fuji 125-138 count; Tray Packed; U.S. No. 1 grade standard. Min. 40 lb Case				
5	10	Apple, Gala 113-138 count; Tray Packed; U.S. No. 1 grade standard. Min. 40 lb Case				
6	85	Bananas, fresh, green #3 color, medium size; 40#/Case (Premium #1 - Chiquita/Dole)				
7	35	Broccoli Florets, fresh cut; prepared from U.S. No. 1 grade standard or higher; package in gas permeable package; 6/3# / Case				
8	25	Broccoli Florets, fresh cut, prepared from U.S. No. 1 grade standard or higher; package in gas permeable package; 3# Bag				
9	60	Broccoli Florets, fresh cut; prepared from U.S. No. 1 grade standard or higher, 3# Bag				
10	20	Cabbage, Green, fresh; U.S. No. 1 grade standard or higher, 50# / Case				

11	12	Cabbage, Green, fresh, U.S. No. 1 grade standard or higher, Precut; package in gas permeable package; 6/2# Bags Case				
12	15	Cabbage, Red, fresh cut, shredded; uniformity cut 1/8-1/4; gas permeable packaging; code-dated; 5# bag				
13	30	Cabbage, Slaw Shred w/Carrots and Red cabbage; package in gas permeable package; U.S. No. 1 grade standard; 4/5# Case				
14	25	Cantaloupe, fresh, U.S. No. 1 grade standard; 6-15 count/Case				
15	65	Carrots, Baby Peeled, fresh; U.S. No. 1 grade standard; gas permeable packaging; sulfite free; code dated; 30/1# Bag				
16	20	Carrots, Baby Peeled, fresh; U.S. No. 1 grade standard; gas permeable packaging; sulfite free; code dated; 1# Bag				
17	10	Carrots, shredded; fresh; U.S. No. 1 grade standard or higher; gas permeable packaging; sulfite free; code dated; 5# Bag				
18	30	Cauliflower, floret; fresh; U.S. No. 1 grade standard; gas permeable packaging; sulfite free; code dated; 3# Bag				
18	10	Cauliflower, floret,, fresh; U.S. No. 1 grade standard; gas permeable packaging; sulfite free; code dated; 2/3# Bag ;1/2 Case				
19	25	Celery, Diced, fresh, U.S. No. 1 grade standard; gas permeable packaging; sulfite free; code dated; 5# bag				
20	10	Celery Sticks, fresh; U.S. No. 1 grade standard; gas permeable packaging; sulfite free; code dated; 5# Bag				
21	15	Cilantro Bunch, U.S. No. 1 grade standard or higher				
22	315	Cucumbers, fresh, select, U.S. No. 1 grade standard or higher, 5# Bag				
23	14	Grapes, Red Seedless, fresh; U.S. No. 1 standard or higher; domestic; 18-20# Case				

24	14	Grapes, Green Seedless, fresh; U.S. No. 1 standard or higher; domestic; 18-20# Case				
25	15	Honeydew Melon, fresh; U.S. No. 1 standard or higher; 5-9 count Case				
26	15	Kiwi Fruit, fresh; U.S. No. 1 grade standard; domestic preferred; packed in single layer flats; 39 count Case				
27	30	Lettuce, Iceberg, Shredded, fresh, U.S. Grade A or U.S. Fancy; package in gas permeable package; 6/2# Bags/Case				
28	20	Lettuce, Green Leaf, fresh, head, U.S. Grade A or U.S. Fancy; 24 count per Case				
29	60	Lettuce, Romaine, fresh, head; U.S. Grade A or U.S. Fancy; 24 count per Case				
30	60	Lettuce, Romaine, Chopped, fresh, U.S. Grade A or U.S. Fancy; package in gas permeable package; 6/2# Bags Case				
31	35	Lettuce, Spring Mix, fresh, Mesculin Salad Mix; U.S. No. 1 standard or higher; package in gas permeable package; code dated 3# Bag				
32	10	Mushrooms, fresh, medium; To be pack to U.S. No. 1 grade standards; Agaricus; Clean; 10# Container				
33	10	Nectarines, fresh, 2 layer, U.S. No. 1 standard or higher; loose-fill box or lug; 88 Count				
34	10	Onions, Diced, Yellow, fresh; U.S. No. 1 grade standard; 5# Bag				
35	10	Onions, Yellow, dry, fresh; U.S. No. 1 standard; medium size; 5# Bag				
36	80	Oranges, fresh, navel or temple Valencia varieties; U.S. No. 1 grade standard; 113-138 ct. Tray Packed				
37	15	Pears, Bartlett OR D'ANJOU fresh; U.S. No. 1 grade standard or higher, 120 ct; Tray Packed				
38	10	Pea, Sugar Snap, fresh; U.S. No. 1 grade standard; 30#				

39	10	Peaches, fresh; to be packed to U.S. No. 1 grade standards or higher; freestone; loose-fill box or lug; 20-25# Case				
40	15	Plums, Red OR BLACK, fresh; U.S. No. 1 or higher, 2" diameter; volume fill; approx. 100 Ct/Case				
41	10	Plums, Pluot, fresh; U.S. No. 1 or higher; 2" diameter; volume fill; approx. 100 Ct/Case				
42	20	Peppers, Green, Diced; U.S. No. 1 grade standard; sulfite free; code dated; 5#				
43	10	Peppers, Green Bell, fresh; U.S. No. 1 grade standard; medium size; code dated; 5# Bag				
44	50	Potatoes, Russet, White, fresh, U.S. No. 1 grade standard or higher, 80 count per Case				
45	45	Potatoes, Sweet, fresh; to be packed to U.S. No. 1 grade standard, 90 count per case				
46	45	Spinach, Baby, fresh; sulfate-free; stemmed and washed; packaged in gas permeable package; code dated; 2.5# Bag				
47	15	Strawberries, fresh, To be packed to U.S. No. 1 grade standard; 12/Pts.				
48	10	Tangerines, Florida, fresh, U.S. No. 1 grade standard; medium or 100-120 count; Tray Packed				
49	18	Tomatoes, fresh; vine ripened; to be packed to U.S. No.1 grade standards; ripeness stage 5; medium to large; 10# Case				
50	42	Tomatoes, fresh; vine ripened; to be packed to U.S. No.1 grade standards; ripeness stage 5; large or 6x6 size; loose pack; 25# Case				
51	43	Tomatoes, Grape, fresh; U.S. No. 1 grade standards; ripeness stage 5-6; 12 Pint/Case				
52	15	Watermelon, Seedless, fresh, picnic variety; whole melon; to be packed to U.S. No. 1 grade standard; Average 18 to 25 pound each; Min. 3 per case				

Prepared, Pre-Cut, Single Servings for Fresh Fruit and Vegetable Grant

All prepared, pre-cut produce products shall meet U.S. No. 1 or Grade A standards unless preapproved by Dallas County Schools Child Nutrition Department

53	15	Apple Grins (Sliced Red Apples), 100/3 oz.				
54	30	Lite Ranch, 100/1 oz.				
55	10	Lite Honey Mustard, 100/1 oz.				
56	15	Lite Italian, 100/1 oz.				
57	15	Lite Balsamic Vinaigrette, 100/1 oz.				
58	14	Veggie Medley (Baby Carrots/Celery/ Grape Tomatoes w/Lite Ranch Dressing, 36/3 oz.				
59	14	Celery/Carrot Mix with Lite Ranch, 36/3 oz.				
60	28	Fruit Salad, 36/3 oz.				
61	14	Kale Salad/Red Bell Pepper/Green Onion Mix, 36/3 oz.				
62	7	Red Leaf Salad/Sweet Onion/Cucumber Mix, 36/3 oz.				
63	14	Red Leaf Salad/Baby Carrots/Grape Tomato Mix, 36/3 oz.				
64	7	Red Leaf Salad/Cucumber/Grape Tomato w/Ranch, 36/3 oz.				
65	7	Romaine Salad/Pepper Mix/Red Onion Mix, 36/3 oz.				
66	7	Romaine Salad/Yellow Tomato/Red Onion Mix, 36/3oz.				
67	7	Romaine Salad/Yellow Squash/ Radish Mix, 36/3 oz.				
68	7	Romaine Salad/Zucchini/Baby Carrots, 36/3 oz.				
69	7	Shred Romaine/Brussels Sprouts/Grape Tomato w/Ranch 3/36 oz.				
70	7	Spinach/Beets/Celery w/Balsamic				

71	7	Spinach/Cucumbers/Grape Tomato Mix, 36/3 oz.				
72	7	Spinach/Shred Carrots/Mushrooms/ Red Onion w/Balsamic 36/3 oz.				
73	7	Spinach/Strawberry Salad w/Balsamic 36/3 oz.				
74	7	Spinach/Pineapple/Blueberry Salad, 36/3 oz.				
75	7	Spinach/Pineapple Salad, 36/3 oz.				
76	7	Spring Mix/Bell Pepper/Yellow Tomato Mix, 36/3 oz.				
77	7	Spring Mix/Zucchini/Daikon, 36/3 oz.				
78	7	Spring Mix/Baby Carrots/Cucumber Mix, 36/3 oz.				
79	7	Spring Mix/Cauliflower/Grape Tomato 36/3 oz. w/Italian				
80	7	Jicama/Pineapple/Cucumber 36/3 oz.				
81	7	Blackberries, 36/3 oz.				
82	7	Blackberries & Raspberries Mix, 36/3 oz.				
83	7	Blueberries/Pineapple/Strawberries 36/3 oz.				
84	7	Blueberries & Raspberries Mix, 36/3 oz.				
85	7	Cherries, 36/3 oz.				
86	7	Grapes, Green Seedless, 36/3 oz.				
87	7	Grapes, Red Seedless, 36/3 oz.				
88	7	Grapes, Black Seedless, 36/3 oz.				

89	7	Grapes, Red & Green Seedless Mix, 36/3 oz.				
90	7	Grapes, Green/Red/Black Seedless Mix, 36/3 oz.				
91	7	Grapes, Seedless/Strawberry Mix, 36/3 oz.				
92	7	Guava/Pineapple 36/3 oz.				
93	7	Kiwi Wedges, 36/3 oz.				
94	7	Kumquats, Sweet (Round), 36/3 oz.				
95	7	Kumquats, Sweet (Round)/Sour (Oblong), 36/3 oz.				
96	7	Mango/Pineapple 36/3 oz.				
97	7	Melon, Cantaloupe/Seedless Grape Mix, 36/3 oz.				
98	7	Melon, Honeydew/Cantaloupe Mix, 36/3 oz.				
99	7	Melon, Honeydew/Pineapple Mix, 36/3 oz.				
100	7	Melon, Cantaloupe/Honeydew/ Watermelon, 36/3 oz.				
101	7	Melon, Watermelon Chunks, 36/3 oz.				
102	7	Muscadines, 36/3 oz.				
103	7	Muscadines/Scuppernongs, 36/3 oz.				
104	7	Oranges, Blood Wedges, 36/3 oz.				
105	7	Oranges, Red Navel Wedges, 36/3 oz.				
106	7	Oranges, Orange/Lemon/Lime Mix, 36/3 oz.				

107	7	Papaya & Pineapple Chunks, 36/3 oz.				
108	7	Papaya & Kiwi Chunks, 36/3 oz.				
109	7	Persimmons, Fuyu, 36/3 oz.				
110	7	Pineapple Chunks, 36/3 oz.				
111	7	Pineapple & Kiwi Chunks, 36/3 oz.				
112	7	Pineapple, Honeydew & Seedless Grapes, 36/3 oz.				
113	7	Pomegranate Wedges, 36/3 oz.				
114	7	Pummelo Wedges (Chinese Grapefruit), 36/3 oz.				
115	7	Pummelo Wedges/Red Grapefruit Wedges, 36/3 oz.				
116	7	Raspberries, 36/3 oz.				
117	7	Scuppernongs, 36/3 oz.				
119	7	Star Fruit/Seedless Grape Mix, 36/3 oz.				
120	7	Star Fruit/Pineapple Chunks, 36/3 oz.				
121	7	Strawberries, 36/3 oz.				
122	7	Strawberries & Blueberry Mix, 36/3 oz.				
123	7	Strawberries & Kiwi Wedge Mix, 36/3 oz.				
124	7	Strawberries & Pineapple Mix, 36/3 oz.				
125	7	Ugli Fruit Wedges (hybrid of grapefruit/orange/tangelo), 36/3 oz.				

126	7	Asparagus/Baby Carrots, 36/3 oz.				
127	7	Asparagus/Cucumber/Red Onion Mix, 36/3 oz.				
128	7	Baby Carrots/Sugar Snap/Cauliflower Mix, 36/3 oz.				
129	7	Baby Carrots, Rainbow 36/3 oz.				
130	7	Broccoli/Cauliflower/Baby Carrot Mix, 36/3 oz.				
131	7	Shredded Green & Red Cabbage, 36/3 oz.				
132	7	Napa & Bok Choy, 36/3 oz.				
133	7	Carrots, Rainbow Baby, 36/3 oz.				
134	7	Cauliflower Florets, 36/3 oz.				
135	7	Cauliflower, Colored, Purple, Green, Gold & White, 36/3 oz.				
136	7	Celery Stix, 36/3 oz.				
137	7	Celery/Radish/Cherry Tomatoes, 36/3 oz.				
138	7	Cucumbers, Coin Cut, 36/3 oz.				
139	7	Cucumbers/Grape Tomatoes/Baby Carrot Mix, 36/3 oz.				
140	7	Cucumbers/Sweet Onion/Radish Mix, 36/3 oz.				
141	7	Daikon Coins, 36/3 oz.				
142	7	Daikon & Carrot Coins, 36/3 oz.				
143	7	Grape Tomatoes, 36/3 oz.				

144	7	Green Beans/Cauliflower/Sweet Potato Mix, 36/3 oz.				
145	77	Mushroom/Grape Tomato/Baby Carrot Mix, 36/3 oz.				
146	7	Mushroom/Green Bell Pepper/Red Onion Mix, 36/3 oz.				
147	7	Red/Yellow/Green Bell Pepper Mix, 36/3 oz.				
148	7	Rutabagas/Sweet Pot Stix, 36/3 oz.				
149	7	Snow Peas, 36/3 oz.				
150	7	Snow Peas/Sugar Snap Peas, 36/3 oz.				
151	7	Snow Peas/Baby Carrots, 36/3 oz.				
152	7	Snow Peas/Cucumbers/Grape Tomato Mix, 36/3 oz.				
153	7	Squash, Yellow Squash, Coin Cut, 36/3 oz.				
154	7	Squash, Zucchini Squash Coin Cut, 36/3 oz.				
155	7	Squash, Yellow Squash/Zucchini Squash Mix, 36/3 oz.				
156	7	Sugar Snap Peas, 36/3 oz.				
157	7	Sweet Potato/Carrot Stix, 36/3 oz.				
158	7	Red/White Sweet Potato Stix, 36/3 oz.				
159	7	Tomatoes, Red Wedges, 36/3 oz.				
160	7	Tomatoes, Red & Yellow, 36/3 oz.				