

BID INFORMATION
BID #23-010 CHILD NUTRITION PROGRAM MILK/MILK PRODUCTS
ST. CLAIR COUNTY SCHOOL SYSTEM

NOTICE is hereby given that the ST. CLAIR COUNTY BOARD OF EDUCATION, ASHVILLE, ALABAMA, will, on Wednesday, May 24, 2023, at 9:30 A.M., receive publicly competitive bids in accordance with the State Bid Law which became effective July 1, 1976.

The St. Clair County Board of Education ("Board") desires to enter a contract with a contractor (the "Contractor") who will provide Milk Products for the St. Clair County School Systems' Child Nutrition Program for the 2023-2024 school year. The Contractor will be responsible for all supplies, labor, vehicles, equipment, personnel, and ancillary resources needed to perform the Contract pursuant to the Specifications and other requirements in these Bidder Information materials.

I. INSTRUCTIONS AND GENERAL INFORMATION

- A. To be considered for the award, an interested contractor must submit its bid no later than 9:30 A.M. on Wednesday, May 24, 2023. The contractor is responsible for delivery, mailing, or making arrangements so that its bid is received on or before that time at the following address: St. Clair County Board of Education, 410 Roy Drive, Ashville, AL 35953. Bids received after the time set for bid opening will not be considered.
- B. On the envelope containing its bid, the bidder shall clearly mark "ATTENTION: CNP; SEALED BID – OPEN ONLY AT BID OPENING FOR BID #23-010 – MILK PRODUCTS" and state the time and date of the bid opening.
- C. All bidders must use our bid form. Bids and other materials submitted should be typewritten or in ink. Bids submitted in pencil or faxed to the Board will not be accepted.
- D. Bids will not include State Sales Tax or Federal Excise Taxes.
- E. E-VERIFY – In accordance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535), the vendor shall provide documentation establishing that they are enrolled in the E-Verify program. During the performance of the contract, the vendor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.
- F. Bid responses must include:
 - 1) The fully completed, signed and notarized Bidder Response Form;
 - 2) The fully completed, signed and notarized Bidder Affidavit and Warranty;
 - 3) A Certificate of Liability Insurance.
 - 4) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
 - 5) Affidavit of Immigration Compliance
 - 6) Affidavit of Alabama Immigration Compliance-Subcontractor; if applicable.
 - 7) E-Verify Memorandum of Understanding
 - 8) Vendor Certification Form
 - 9) St. Clair County Business License; if applicable.
- G. Bids may not be withdrawn after submission without the consent of the Board or as allowed by applicable law.

- H. All inquiries regarding this Invitation to Bid shall be directed to the CNP director through e-mail or phone to: Stephanie Watson, CNP Director, St Clair County Schools, 410 Roy Drive, Ashville, Alabama 35953, 205-594-2022 (office) or stephanie.watson@sccboe.org

II. Method of Award

- A. The Board intends to award the bid to meet the best interest of participating school districts. It is not the intent of the Board to award the bid based on low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, past service, and experience are among the factors that may be considered in determining the responsible bidder.
- B. The Board reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are of a nature similar to that contemplated in this Bid.
- C. In determining the contractor to whom to make the award, the Board also reserves the rights to:
- 1) reject the proposal of any bidder which, based on the Board's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
 - 2) reject the proposal of any contractor who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements;
 - 3) reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction;
 - 4) request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, financial or other resources and adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the Board;
 - 5) disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Information materials; and
 - 6) accept or reject any or all bids, or any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.
- D. After the Bid opening, the Board may require a period of up to twenty (20) days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.
- E. The Board anticipates that it will make the award to the successful Contractor at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.
- F. In the event the successful bidder refuses to accept the requirements for all items without deviation, this vendor's bid will be considered non-responsive. In this case, the award may be made to the next low bidder meeting requirements and specifications.
- G. The award will be made in accordance with Alabama State Bid Law.

III. CONTRACT PERIOD, RENEWAL, AND TERMINATION

- A. This bid contract shall be in effect from August 1, 2023 through July 31, 2024.
- B. Beginning August 1, 2024, the Board may renew the bid contract for up to three (3) additional one (1) year renewals. The Board shall provide successful bidder notice of intent to renew at least sixty (60) days prior to the expiration of current term.
- C. Failure on the part of the school system(s) or the contractor to comply with the provisions of this bid may result in contract termination. The Contract may terminate before the expiration of its then current term on occurrence of any of the following:
- 1) Termination for Cause by Board. If the Contractor fails to perform any material obligation in the Specifications, the Contract or elsewhere in the Bidder Information materials (a "Default"), the Board may terminate the Contract for cause on fourteen (14) days' advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Board in the Contract or available by law that arises from a Default;
 - 2) Termination for Cause by Contractor. If the Board does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days' advance written notice to the Board; provided that the Board shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause; and
 - 3) Termination by Board on Grounds Stated in this bid. If the Contractor regularly does not supply milk products that meet the standards set forth, the Board may exercise its right to terminate the Contract as provided below in herein.
 - 4) Each party shall follow the procedure outlined below if a contract is to be terminated. All transactions shall be sent by Registered or Certified Mail.
 - Step 1: Issue warning letter and outline violations and length of time to correct the problem.
 - Step 2: Issue letter of Intent to Cancel Contract if problem is not resolved by given date.
 - Step 3: Issue letter to cancel contract.

IV. SPECIFICATIONS

- A. Delivery Locations:
During the Term the successful Contractor will supply and deliver milk products to specified sites listed on **SITE LISTING FORM**. The Board reserves the right to add sites.
- B. Delivery Schedule:
A delivery schedule for each site listed on Site Listing Form will be developed and agreed between the Contractor and CNP Director (or other appropriate Board CNP representative) for all sites. Deliveries will be made at each School at the agreed time at a minimum of once weekly. Delivery times and site access will be agreed upon between the contractor and site managers or other appropriate designee prior to beginning of contract term. A Board approved school calendar from each participating system will be submitted to the successful Contractor to assist in this scheduling process. The agreed schedule must satisfy all the requirements of the programs for each participating system. In the event that a scheduled delivery falls on a school

holiday or closed day, the vendor will deliver to all sites on another day as authorized by CNP Director or designee. No exceptions allowed.

Deliveries are to be made only when CNP Managers or approved designees for the respective Schools are present. Deliveries shall not be made outside the presence of these Board personnel unless prior authorization received from CNP Director.

Tailgate delivery WILL NOT be accepted. Goods must be placed in cooler and/or milk cooler. Milk left over from a previous delivery is to be rotated in a manner to insure that the unused milk from the previous delivery will be used first, or said unused milk and/or unsatisfactory milk (off flavor, damaged containers, etc.) will be replaced with fresh milk at no cost to the school system(s).

Deliveries will be made at a time that will not cause any delay in breakfast or lunch schedules.

Delivery areas will be kept clean. Any spillage or leaks shall be address prior to delivery personnel leaving site. Crates from prior deliveries shall be picked up with each delivery.

C. ORDERS:

In addition to scheduling, the CNP Manager for each School (or other appropriate Board CNP designee) also will regularly communicate and reach agreement with Contractor concerning the Board's needs for types and quantities of milk products required at each School. After those requests are communicated and agreed, Contractor will supply those types and quantities of milk products meeting the Specifications herein as requested for each School and deliver same per the agreed schedule. Board acknowledges that Contractor may be excused from its responsibility to deliver requested products per the agreed schedule if it is unable to perform because of unforeseeable events or matters that are beyond its reasonable control and that do not result from its negligence (e.g., strikes, shortages of material, governmental preemption in connection with a national emergency and Acts of God); provided that the period for excused performance only extends during the period of any such unforeseeable event or matter.

Only items listed on this bid can be ordered by CNP personnel or designee. Any exception must be approved by the Director of the Child Nutrition Program prior to the purchase. Participating school systems(s) will not assume payment for any unapproved item.

D. BACKORDERS/CANCELLATIONS/SUBSTITUTIONS:

Items temporarily out of stock shall be a minimum. No item in the bid is to be canceled without the prior consent of the Director of Child Nutrition Program. No substitutions of items, brands, grades and etc. are to be made by the vendor without the prior consent of the CNP Director or another authorized employee. Substitutions made without prior consent may be refused, and the school system will not be held liable for payment for any unauthorized substitutions. Any unauthorized substitutions made without prior consent will be considered grounds for cancellation of this bid.

E. PAYMENT AND BILLING:

Contractor shall be paid for its Services based on (i) the actual quantities of products that are specified on the **Bid Response Form** that Contractor supplies and delivers to participating school system(s), and (ii) the unit prices for each such product as specified on the complete bid

response form that Contractor submits with its bid. These payments will fully compensate Contractor for all of the following: its expense of procuring milk products; its delivery expenses; its furnishing all labor, materials, vehicles, equipment and incidentals related to the Services as specified; its performing all work and Services contemplated and embraced under the Contract; for all loss or damage it may incur that arises out of the performance of the Services; for all risks it incurs with connection with performing the Services or entering the Contract; and for its completing and performing its obligations, responsibilities and operations contemplated in these Specifications, in other provisions in the Bidder Information materials and in the Contract.

Billing practices, including invoicing and statement details, shall be developed and agreed upon by the Contractor and CNP Director (or other appropriate Board representative) prior to beginning of contract term.

F. PRICING, ESCALATION CLAUSE:

All prices shall be firm for 30 days, after which prices for milk can increase or decrease in accord with changes in Class I raw milk prices based on monthly Federal Milk Order announcements for the applicable geographical zone. Prices for milk delivered can increase or decrease 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 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 Federal Milk Order. Suppliers are also requested to submit conversion calculations showing manner of arriving at amount of change. Whereas the escalation formula contained herein should apply to 95% of the petitions for price escalation, allowances will be made for occasional add-on escalation of raw milk prices by local dairy farmers which are over and above the price escalations permitted by Federal Milk Orders.

G. PRODUCT LABELING, QUALITY, AND PACKAGING:

Nutrition information on all items listed on the Product Listing Form is to be included with bid response. All cases, boxes, bottles, containers, cans, etc. must bear commercial labels and shall be clearly marked as to specified contents.

Only Grade A pasteurized and homogenized fluid milk and fluid milk products from a source which has attained and is maintaining a sanitation compliance rating of not less than 90%, and which has been approved by the State Health Officer, will be acceptable.

All milk shall be subject to inspection after arrival at destination. All containers/bottles shall be clean and in good condition at the time of delivery. In any instance where the product fails to meet required specifications, the schools reserve the right, at the vendor's expense, to return the product. Milk products failing to meet specifications included herein shall be reason to terminate the contract.

All paper containers in which milk or juice is packaged shall be plastic-coated of the Pure-Pak type, or an approved equal; 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.

A sufficient quantity of milk must be maintained and accessible by vendor in order to provide a replacement supply of milk within two (2) hours to any site when the delivered produce proves to be unacceptable.

Samples of any product shall be furnished on request for quality test.

All products must meet standards set by State and Local Health Authorities as to production, processing, purity, and approved containers. All products are to be delivered and maintained at a temperature of not more than 45 degrees F and not less than 35 degrees F. The school system(s) reserves the right to return any product not meeting these standards at no cost to the school system.

Low fat milk is milk from which a sufficient portion of milk fat has been removed to reduce its milk fat content to not more than 1.0%. Low fat milk shall be fortified by the addition of Grade A nonfat dry milk. The total nonfat milk solids content of the product shall be not less than 10%. Skim milk should contain only a trace of fat.

Flavored milks may contain no more than 30 grams total sugar per 8oz. Milk may not contain artificial sweeteners.

Vitamin D shall be added to all milk in the amount of 400 U.S.P. units per quart. Vitamin A shall be added to low fat milk in the amount of 2,000 U.S.P. units per quart.

Individual milk cartons/bottles, 8 ounces and 12 ounces, will meet all State and Federal guidelines for a la carte sales including USDA Smart Snack guidelines.

Bid prices shall apply to items sold for other school functions such as banquets, special meals, and any other school organizations. These purchases shall be made by school purchase orders and invoiced separately from Child Nutrition Program(s) if requested, and may be made with regularly scheduled deliveries.

Milk products failing to meet specifications included herein shall be reason to cause termination of contract.

H. BOARD AUDIT RIGHT/RETENTION OF RECORDS:

Upon reasonable advance notice from the Board during the bid contract term or within one year after expiration (or earlier termination) of the bid contract, the Contractor agrees to produce, at its expense, the following for inspection: records, logs, delivery reports, information and documents (whether created or maintained in electronic, written, or other form) that it creates, maintains, generates or utilizes with respect to the supply and delivery of milk products; performance of its obligations to the Board pursuant to the Contract. The Contractor agrees that the Board may examine Contractor records to evaluate whether the Contractor has properly completed, accounted, and billed for services and performed the transactions contemplated herein. To facilitate any such inspection or audit, the Contractor agrees to maintain Contractor Records for a period of no less than three (3) years following the expiration (or earlier termination) of the Term of this Contract.

I. CONTRACTOR PERFORMANCE OF SERVICES:

The successful Contractor warrants, acknowledges and represents each of the following with respect to its performance of Services:

- 1) Compliance with Laws. Contractor shall, at all times, observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect or apply to the performance of the Services, including, but not limited to, all laws and regulations governing the employment of labor, the payment of wages or benefits to its personnel for Services they perform, intended to protect workers and intended to protect the environment or public health.
- 2) Licenses/Permits. At its expense, Contractor shall procure, and maintain throughout the Term of the Contract, all federal, state or local governmental licenses (including, but not limited to, a Business License issued by St. Clair County and its municipalities), and authorizations and permits required to perform the Services, and provide all notices necessary and incident to lawful performance of the Services.
- 3) No Waiver by Board. The Board shall not waive any of its rights under the Contract except in a writing signed by its Contract Representative. Further, no waiver of any breach of Contract by the Board shall be construed or determined to be a waiver of any other or subsequent breach.
- 4) License to Enter Board Sites: During the course of performing the Services, the Board grants Contractor a license to enter, temporarily occupy and utilize those parts of Board property or buildings as is reasonably needed to perform those Services ("Board Sites"). Contractor agrees as follows with respect to this license:
 - (i) It will not block or restrict traffic over any roads or ways on Board Sites.
 - (ii) It is responsible for any damage to persons or property owned by the Board or third parties on account of any negligent act, omission or misconduct by its employees, officials or other representatives (including any subcontractors) in performing the Services, including, but not limited to, damage occurring in the operation of Contractor delivery vehicles on or about Board Sites; and
 - (iii) Guidelines for Contractors. Contractor shall comply with the following requirements that apply to all vendors and their personnel who perform work or services on or about St. Clair County Schools and facilities:
 - NO weapons on school grounds.
 - NO illegal substances on school grounds.
 - NO smoking or tobacco use on school grounds.
 - Visible identification of Contractor personnel is required at all times
 - NO contact or communication with students.
 - Appropriate language shall be used at all times.
 - Cell phones shall be placed on silent/vibrate mode while inside Schools.
- 5) Contractor exclusively shall be responsible determining the means and methods utilized by it to perform the Services.

- 6) Contractor will continuously and diligently prosecute the Services in such order and manner to complete them in a safe, good, workmanlike and timely manner.
- 7) Contractor exclusively will be responsible for training and supervising all of its personnel (including any subcontractor personnel), and take necessary actions to ensure that its workmen have sufficient skill and experience to properly perform the work assigned to them.
- 8) Contractor will furnish an ample force of trained laborers, tools, supplies and equipment that it determines necessary to complete the Services at a satisfactory rate of progress.
- 9) Insurance. Contractor is responsible to provide the insurance coverage and comply with the related provisions set forth in bid.
- 10) Contract Representatives. The Board and Contractor each will appoint and provide contact information (including a cell telephone number and business email address) for a Contract Representative(s) who will be their primary contact(s) for regular communications concerning the Services, and have authority to make timely decisions on the administration of the Contract. The Contract Representative appointed by Contractor must be available during days while participating Schools are in session to address emergencies or promptly take actions to remedy any deficiencies in Contractor's performance of Services.
- 11) Safety. The Contractor exclusively is responsible for the safety of its employees, personnel, or other representatives (including any subcontractors) while any of them are performing Services or operations on or about any Board Schools or other facilities, and for supervising all of those persons while they perform Services.
- 12) Required Background Check. Contractor agrees to perform a criminal background check with respect to any of its employees, personnel or other representatives (including subcontractors) that are assigned to work or provide Services on or about any participating School or other Board facility. Contractor is responsible to pay for these reports, to maintain them on file, and to not assign any personnel with an unsatisfactory criminal history or background to provide Services on or about a Board Site.
- 13) Non-Exclusive Contract. If Contractor faithfully performs its obligations under the Contract, the Board will not actively solicit proposals and quotations from alternate vendors or suppliers to furnish the service and related products specified herein. However, if in the exercise of the Board's reasonable judgment Contractor is not faithfully performing those obligations and the Services, the Board reserves the right during the Term of the Contract to solicit proposals and purchase that service and related products from a vendor(s), firm(s) or source(s) other than Contractor.
- 14) Contractor shall perform all Services in compliance with all applicable federal laws and regulations that are intended to protect the environment or public health,

including, but not limited to, the Clean Air Act, Clean Water Act, and all Environmental Protection Agency regulations.

- 15) Compliance with Certain Federal Laws. Contractor acknowledges that the Board receives federal funds that are used in its Child Nutrition Program, and that it will benefit from that funding by performing the Services. Contractor agrees to comply with the following specific federal laws that are applicable to its performance of Services:
- i. Clean Air Act (42 U.S.C. 7401-7671q)
 - ii. Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387)
 - iii. Buy American provision (7 CFR §210.21) Contractor must comply with Buy American Act which states that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
 - iv. Equal Employment Opportunity Contractor represents that it and any of its subcontractors will comply with the provisions of the Civil Rights Act of 1964, as amended. Contractor and its representatives also shall comply with Executive Order 1246, entitled "Equal Employment Opportunity", as amended by Labor regulation (41 CFR Part 60).
 - v. Davis-Bacon Act (40 U.S.C. 3141-3148)
 - vi. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Contractor shall comply with applicable federal laws and regulations pertaining to wages, hours, and conditions of employment for personnel who perform services.
 - vii. Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2)
 - viii. Debarment and Suspension (Executive Orders 12549 and 12689)
 - ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
 - x. Procurement of Recovered Materials (See §200.322)
 - xi. Copeland "Anti Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- 16) Contractor agrees to abide with the following Non-Discrimination Statement that is applicable to United States Department of Agriculture (USDA) programs:

USDA NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity* and sexual orientation*), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should

contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: USDA Program Discrimination Complaint Form New Window from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.

*The enclosed "nondiscrimination" language herein was added pursuant to the May 5, 2022, USDA memorandum. However, although included as currently required for audit compliance by the USDA, the State of Alabama objects to its inclusion, applicability, and the application of this language due to currently pending legal challenges in the matter of The State of Tennessee, et al. v. USDA, et al., Case No. 3:22-cv-00257, and may be subject to change or removal.

**St. Clair County Schools
Milk Bid**

ST. CLAIR COUNTY LUNCHROOMS SITE LISTING FORM

ASHVILLE HIGH SCHOOL **0010**
33215 U.S. HIGHWAY 231
ASHVILLE, ALABAMA 35953
PHONE: 205-594-4665

MANAGER: BREANNA NEEDHAM
ASSST MANAGER: MANDY HOLDERFIELD

MARGARET ELEMENTARY SCHOOL **0030**
200 MUSTANG DRIVE
ODENVILLE, ALABAMA 35120
PHONE: 205-629-6218

MANAGER: TRACI STREET
ASSIST MANAGER: LYNN STEELE

MOODY ELEMENTARY SCHOOL **0065**
1006 H.L. BLOCKER CIRCLE
MOODY, ALABAMA 35004
PHONE: 205-640-2193

MANAGER: JESSICA MATHIS
ASSIST MANAGER: MEGAN HICKS

MOODY MIDDLE SCHOOL **0070**
696 HIGH SCHOOL DRIVE
MOODY, ALABAMA 35004
PHONE: 205-640-2194

MANAGER: KIM BLACK
ASSIST MANAGER: KEILA GILLILAND

MOODY HIGH SCHOOL **0075**
714 HIGH SCHOOL DRIVE
MOODY, AL 35004
PHONE: 205-640-1533

MANAGER: SHIRLEY HORSLEY
ASSIST MANAGER: JACKIE HOURANY

RAGLAND HIGH SCHOOL **0120**
1060 MAIN STREET
RAGLAND, ALABAMA 35131
PHONE: 205-472-0861

MANAGER: JANE KAY
ASSIST MANAGER: SHEILA MCKINNEY

ODENVILLE ELEMENTARY SCHOOL **0137**
420 ALABAMA STREET
ODENVILLE, ALABAMA 35120
PHONE: 205-629-5063

MANAGER: MICHELLE PARKER
ASSIST MANAGER: REGINA PHILLIPS

ST. CLAIR COUNTY HIGH SCHOOL **0140**
16700 U.S. HIGHWAY 411
ODENVILLE, ALABAMA 35120
PHONE: 205-629-3896

MANAGER: JO ANN CASE
ASSIST MANAGER: CHRIS GUIDRY

SPRINGVILLE MIDDLE SCHOOL **0133**
6691 U.S. HIGHWAY 11
SPRINGVILLE, AL 35146
PHONE: 205-467-2555

MANAGER: DEANN DAVIS
ASSIST MANAGER: CYNTHIA MIZE

SPRINGVILLE HIGH SCHOOL **0130**
8295 U.S. HIGHWAY 11
SPRINGVILLE, ALABAMA 35146
PHONE: 205-467-2737

MANAGER: ANITA RHODES
SECRETARY: JAMIE ST JOHN

STEELE JR. HIGH SCHOOL **0150**
105 MCHUGH STREET
STEELE, ALABAMA 35987
PHONE: 256-538-9188

MANAGER: SHARON BROWN

U.S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (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 judgment 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
Name

PR/Award Number or Project

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

Signature

Date

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, continued
Instructions for Certification

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the form 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 determined to enter into a 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.
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," "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 whom 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 determined 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.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

In compliance with, Sections 31-13-9 (a) and (b) of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or owner of a contractor or grantee as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to an employer that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama, a political subdivision of the State of Alabama, or any public funded entity (including a local school board). Please complete either Part I (if you do not employ one or more employees in the State of Alabama) or Part II (if you do employ one or more employees in the State of Alabama). Part II must be notarized as well.

PART I (COMPLETE IF YOU DO NOT EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

I certify in my capacity as _____ (your position) for _____ (name of contractor or grantee), that Contractor or Grantee does not employ one or more employees in the State of Alabama.

OR

PART II- (COMPLETE IF YOU DO EMPLOY ONE OR MORE EMPLOYEES IN ALABAMA)

State of Alabama:

County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of contractor or grantee), said Contractor or Grantee does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, Contractor or Grantee affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations.

I farther attest that said Contractor or Grantee is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confining such program enrollment.

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

Sworn to and subscribed before me this ___ day of _____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of the St Clair County Board of Education

As a Contractor to the St Clair County Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

Under the law, every prospective contract entered into by the Board with a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify (if applicable) to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program (if required) prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. **If** Contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. **If** Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that either there is no formal written contract between the Board and the Contractor (such as where business is conducted by purchase order), or if the parties neglect or fail to include the above language in a formal written contract, this document shall serve as the Alabama Immigration Compliance Contract and the provisions set forth shall apply fully to the Contractor.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

Please execute and return to the St Clair County Board of Education within the next 10 days

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE -SUBCONTRACTOR

In compliance with SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (the "Act"); CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b), this Affidavit of Alabama Immigration Compliance is to be completed and signed by an officer or owner of a subcontractor and notarized, as a condition for the award of any contract by a local school board ("the Board") or by the Alabama Department of Education (ALSDE) to a Contractor that employs one or more employees in the State of Alabama and is a recipient of funds from the State of Alabama Department of Education, or funds from any political subdivision of the State of Alabama, or any public funded entity. As determined by the Superintendent of the Alabama Department of Education, a notarized Subcontractor Affidavit in this format shall be acceptable by all Contractors to local school boards in the State of Alabama and the ALSDE in compliance with the Act. Subcontractors are to provide notice to their Subcontractors of their Alabama Immigration Compliance obligations.

State of Alabama:
County of _____

Before me, a notary public, personally appeared _____ (print name) who, is duly authorized by the business entity/employer which appears below, being sworn, says as follows:

As a condition for being a subcontractor to a contractor or grantee on a project paid for by contract, grant, or incentive by the State of Alabama, or any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____ (your position) for _____ (name of subcontractor), said subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, subcontractor affirms that it is providing notice to its subcontractors of their Alabama Immigration Compliance obligations. I further attest that said subcontractor is enrolled in the E-Verify program and attached to this Affidavit is our E-Verify Memorandum of Understanding confirming such program enrollment. Further, as a direct subcontractor, for those current employees for whom the E-Verify system may not be used in accordance with applicable federal rules and regulations, subcontractor has reviewed, or had reviewed, the Fonn I-9s for each of its current employees and has a good faith belief that it has complied with ALA. CODE §§ 31-13-9(c) and (d).

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

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

Signature and Seal of Notary Public

To be returned to the Contractor or Grantee of the St Clair County Board of Education.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents, and agrees that each of the following is true and correct in connection with Bid #23-010 – CNP MILK PRODUCTS, ST. CLAIR COUNTY SCHOOL SYSTEM:

- a) It has not colluded with any other bidders;
- b) It has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- c) It has not paid, agreed to pay, or offered any party or person (including, but not limited to, any employee or official of the Board whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract contemplated in this Bid;
- d) It understands that, if any employee or any official of the Board (whether elected or appointed), shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other thing of value from the Contractor as an inducement, or intended inducement, in the procurement of the Contract, or the giving of business with the Board that such conduct may constitute a crime that subjects that employee, official of the Board and the Contractor (or its representative) to punishment or a find in accordance with state and/or federal law;
- e) All the information contained in the response to the bid is true and correct; and
- f) The Board may rely on information submitted in awarding the subject Contract.

THIS BID MUST BE NOTARIZED.

FIRM: _____

BY: _____
(Signature in Ink Only)

ADDRESS : _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

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

NOTARY PUBLIC: _____

My Commission Expires: _____

**St Clair County Schools
CNP Milk Products
#23-010**

VENDOR CERTIFICATION

In compliance with your invitation to bid on the items listed in this bid document, the undersigned proposes to furnish St Clair County Schools **Milk Products** in accordance with the terms and conditions listed in the instructions to bidders. Please return the Bid Proposal form to the following address:

Stephanie Watson
St Clair County Schools
410 Roy Drive
Ashville, Alabama 35953

Bids will be opened **Wednesday, May 24, 2023, at 9:30 A.M** at the St. Clair County Board of Education 410 Roy Drive, Ashville, AL 35953. The St Clair County Schools Board of Education reserves the right to reject any or all bids and to waive informalities in awarding this bid to the lowest responsible bidder. The entire bid will be awarded to one vendor.

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in the attached Invitation to Bid specifications.

Signature: _____

Type or Print Name: _____

Title: _____

Date Submitted: _____

Name of Company: _____

Mailing Address: _____

Telephone: _____

E-mail address: _____

Vendor should retain copy of completed bid for their company's records.

**CONTRACTOR BID RESPONSE FORM
 BID#23-010 CHILD NUTRITION PROGRAM MILK/MILK PRODUCTS
 ST. CLAIR COUNTY SCHOOL SYSTEM**

Below is unit price bid by the undersigned to perform the Services and other obligations of the Contract for Bid #23-010. The undersigned submits this Form in response to the Invitation for Bids for the subject Contract. The Board may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award of the contemplated contract, and except as may be listed below, submits its bid and agrees to perform its work in accordance with those specifications and other requirements in the bidder information materials.

Item	Nutrition Info	Unit	Est Usage (Units)	Unit Price No box	Total No box
1) MILK	Fat Free, unflavored	Half pint	25,000		
2) MILK	Fat Free, flavored	Half pint	200,000		
3) MILK	1%, unflavored	Half pint	100,000		
4) MILK	1%, flavored	Half pint	500,000		
5) MILK	1%, unflavored	Gallon	1000		
6) BUTTERMILK	Fat free	Gallon	700		
7) BUTTERMILK	Fat free	Half Gallon	100		
TOTAL					

*The estimated usage quantities are good faith estimates of the amounts of respective products during the first contract year. The Board does not represent or guarantee to the successful Contractor that it will be asked to supply these estimated quantities in any Contract year during the Term, or that it will receive any minimum quantity of revenue in any Contract year or throughout the Term if it is awarded the Contract.

FIRM: _____ **TELEPHONE:** _____

BY: _____ **DATE:** _____
 (Representative Signature in Ink Only)

BY: _____ **EMAIL:** _____
 (Representative Printed Name and Title)

FIRM ADDRESS: _____

This Bid Response must be notarized.

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

NOTARY PUBLIC: _____ **Commission Exp Date:** _____

Bid Packet Checklist

These items must be included in the Bid Proposal Packet in order for the bid to be officially awarded by the St Clair County Board of Education.

- Certificate of Liability Insurance
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Affidavit of Immigration Compliance
- Affidavit of Alabama Immigration Compliance-Subcontractor (if applicable)
- E-Verify Memorandum of Understanding
- Bidder Affidavit and Warranty
- Vendor Certification
- Notarized Bid Proposal Form
- St Clair County Business License; if applicable.