



**GULF SHORES CITY SCHOOL SYSTEM
MILK AND DAIRY PRODUCTS: Bid. No. 2026-0003**

The Gulf Shores City School System (the "Board of Education") will receive sealed bids for the purchase of **MILK AND DAIRY PRODUCTS** hereinafter described and specified.

All proposals must be **in sealed envelopes** and shall be in the hands of Chad Green, Chief School Financial Officer, no later than **10:00 a.m., June 9, 2026** at which time they will be publicly opened and read aloud. Sealed bids may be mailed or delivered to Gulf Shores City School System, 300 East 16th Ave, Gulf Shores, AL 36542. The bid name and number shall be written on the outside of the bidder's envelope. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected.

1. The submission of the bid by the vendor, acceptance and award of the bid by the Board and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Board, or prospective bidders in restraint or freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:
4. Bidder agrees to accept payment for invoices via a VISA Purchasing Card should one or both of the Board require.

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number (Toll Free if available): _____ Fax: _____

Authorized Signature of Bidder

Authorized Name (Typed or Printed)

THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED

Proposals for furnishing the items shall be filled out where called for in the blank spaces on the bid sheet proposal forms. The original signature shall be in longhand and shall be the legal name of the bidder, or the authorized to sign. The completed form should be without interlineations, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.

No oral, telegraphic or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to fully inform himself as to all conditions and limitations.

All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the equipment manufacturer at no cost to the owner.

All bids shall remain in force for a period of **1 year with an option to renew for 4 additional years** and may be rejected by the Board of Education at any time prior to the expiration of this period. The Board reserve the right to reject any/or all bids as may be deemed best for the interest of the Board and reserve the right to award the contract or contracts to other than the low bidder if in the interest of the ultimate economy and standardization to do so.

All bids received shall guarantee items bid to meet or exceed specifications listed. Bidder shall specify brand quoted.

Items furnished, as a result of this bid **shall be delivered prices** to purchaser, and must meet or exceed the specifications indicated on the quotation sheet. Items not conforming to specifications may be rejected and returned at the vendor's expense.

Items not delivered in accordance with the specifications general and/or special conditions of this bid concerning quantity and quality, etc., may be purchased on the open market and any increase of cost over the bid price shall be charged to the vendor.

All materials, equipment, etc., shall be new and of kind specified, and shall be in undamaged condition when turned over to the owner. Vendor shall be responsible for making any claims for items received damaged in shipment.

All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.

Reference to brand name, manufacturer's suppliers, catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met. It is the owner's intent not to accept a lesser quality than is set forth in these specifications. Manufacturer's specifications shall prevail as if written in full detail.

All bidders are to submit bids on bid sheet proposal forms/bid sheets furnished by the Gulf Shores City School System, which are enclosed and/or attached. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.

The awarded contractor shall provide, at the company's own expense, insurance as described below. Successful bidder shall provide a copy of Certificate of Insurance naming the School Board as an additional insured prior to starting work. Minimums included shall be:

- Worker's Compensation –as required by State of Alabama.
- Comprehensive General Liability.
- Bodily Injury (including death) \$1,000,000 per person, \$1,000,000 per occurrence.
- Property Damage \$1,000,000 each occurrence, \$1,000,000 per occurrence.
- Automobile liability insurance, in such form and accounts as required by State Law.

Quantities given herein are believed to be correct, but the right to alter or vary these quantities or the right to purchase additional materials above the stated herein at the bid price is reserved.

Questions concerning the bid process or specifications may be directed to the following contacts for each school system:

Tanya Hill, CNP Director
Gulf Shores City Schools
300 East 16th Ave
Gulf Shores, AL 36542

BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

I. GENERAL INFORMATION

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Gulf Shores City School System "BID SHEET" form, and shall govern the selections of the items listed.
- B. All bids shall be returned on the form provided by the Gulf Shores City School System.
- C. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request. Three (3) non-responsive bid requests will result in a vendor being removed from the Board' vendor list.
- D. Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown.
- E. In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition error(s), the bidder's total will be corrected accordingly. Bidders must check their proposals for any such errors and state the discount(s) in the proposal where applicable. Failure to do so will be at the bidder's risk.
- F. The F.O.B. point shall be to the applicable Board placing the order. Each carton or package for each purchase order is to have the following information: Name of school, c/o application Board of Education, purchase order number and serial number.
- G. If installed by the vendor, the vendor is responsible for the prompt removal of all debris resulting from this bid.
- H. The Board of Education may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- I. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- J. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indication the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- K. Vendors shall bid on all items within the specified group/category. It is the intent of the Board of Education to award the bid by groupings/categories or as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Board of Education.
- L. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The

successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.

- M. The Board of Education is tax exempt from all tax (Gulf Shores City School System: Tax I.D. 82-3807114). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.
- N. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
- O. The Board of Education believe in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

II. METHOD OF AWARD

- A. The Board of Education reserve the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.
- B. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to the individual schools and other various locations within the City of Gulf Shores.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, his bid may then be considered non-responsive.
- D. A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting requirements and specifications.
- E. The Board of Education reserve the right to accept or reject any or all bids.
- F. The award will be made in accordance with Code of Alabama 1975 Section 16-13B-1.
- G. The decision of the Board of Education, individually, will be final.
- H. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in I. General Information, Paragraph D., which will best serve the interest of the Board of Education.

III. CONTRACT PERIOD

The contract period shall be for One (1) Year with Option to renew for Four (4) additional years.

IV. PRICING

- A. Prices are to be quoted by the "Unit" indicated on the face of the "Bid Sheet" form.
- B. Prices are not to exceed two (2) decimal places.
- C. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item, in the quantity as stated on the bid; delivered to the various locations, in amounts ordered.
- D. The Board of Education reserve the privilege to rebid or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.

V. QUANTITY

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

VI. BACK ORDERS

- A. Items temporarily out of stock shall be a minimum. When this occurs, the designated representative may determine the method used to obtain such items. Alternative procurement methods will only be utilized for temporary shortages.
- B. If items are out of stock, the designated representative will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

VII. CANCELLATION

No item in the bid is to be canceled without the prior consent of the Board of Education.

VIII. TERMINATION FOR 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 Board of Education, without the consent of said Board of Education, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the Board of Education vendor list, for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the Board of Education shall constitute grounds for the cancellation of the contract and shall be excluded from the mailing list of all purchases of the Board of Education.

IX. TERMINATION BASED ON LACK OF FUNDING

Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Board. Insufficient funds shall be the grounds for immediate termination of this solicitation.

X. TERMINATION FOR THE CONVENIENCE OF THE BOARD

The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Superintendent shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the Superintendent. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

XI. STANDARD CONTRACT CONDITIONS

- A. This contract shall be governed in all respects, as to validity, construction, capacity, performance or otherwise, by the laws of the State.
- B. Contractors providing service under this Invitation to Bid, herewith, assures the Board that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60.)
- D. Contractor 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.

- E. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The Board, their 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.
- F. Contractor 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 on the EPA List of Violating Facilities.
- G. By signing this document, the contractor certifies that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal 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.
- H. Prohibition against conflicts of interest, gratuities and kickbacks: Any employee or any official of the Board, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accordance with state and/or federal laws.
- I. "Buy American": Federal funds cannot be used to purchase foods not produced in the United States. Products not grown in the U.S. are exempt, i.e., olives. The Nutrition Labeling and Education Act of 1990 mandates that the country or origin for both domestic and imported food products be identified on the product label.

SPECIAL REQUIREMENTS

- A. The Board of Education reserve the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- B. The Board of Education reserve the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if continuation of the contract or category is determined to be inconsistent with the best interests of the Board of Education.
- C. IF APPLICABLE: All proposals shall include the City Business License number or other applicable Alabama county license number and all required State of Alabama license numbers.
- D. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following reasons:
 - 1. Failure to use the bid forms furnished by the Board of Education.
 - 2. Lack of signature by an authorized representative on the bid form.
 - 3. Failure to properly complete the bid form.
 - 4. Lack of vendor compliance.
 - 5. Evidence of collusion among bidders
 - 6. Unauthorized alteration of the bid form.
- E. The Board of Education assume no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
- F. Where both Instructions To Bidders (ITB) and Specifications relate to the same thing, the Specifications will prevail; that is, the specific language will take precedence over the more general wording, however, where both the ITB and Specifications may be given reasonable effect, both are to be retained.

- G. The Gulf Shores City School System may choose to purchase from this bid according to the stated prices, terms and conditions. Each agency shall separately order the said materials and each shall be responsible for the direct payment of invoices to the vendor.

POSTING OF BID TABULATIONS:

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

Payment/Procedure Terms

The personnel of each Board of Education may choose to use VISA ® Purchasing Card and e-payable process or other methods of electronic payables solutions to make invoice payments. With this solution, approved invoices will be paid more frequently through a commercial credit card.

By submitting a bid, the vendor/contractor is agreeing to accept payment for invoices via a VISA purchasing card should one or all of the Board require. The successful bidder will receive complete information, once the bid is awarded.

Any problems with collection of payment should be addressed to the accounts payable contact for each Board of Education. By submitting a signed proposal for this bid, vendor is acknowledging acceptance of these payment procedure/terms.

_____ Authorized Signature _____ Date

Specifications

1. **SCOPE:** The purpose and intent of this invitation to bid is to secure firm prices and establish a term contract for the purchase of **MILK AND DAIRY PRODUCTS** for the Gulf Shores City School System.
2. **ORDERING PROCESS:** The successful bidder shall accept orders on a regular basis by phone, in person, fax or computer ordering system.
3. **PRODUCT QUALITY:** All foods shall be of the highest quality upon delivery, and maintain a high level of quality for the period of time appropriate for that particular food, when stored as directed. Acceptability of product shall be determined at the time of delivery by the cafeteria manager or his/her designee. Any food deemed unacceptable shall be returned for full credit, and replaced within 24 hours, or as otherwise required by the cafeteria manager.
4. **PRODUCT AVAILABILITY:** Successful vendor shall be required to provide all items on the food specification list as ordered. Any vendor failing to quote any item may be declared unresponsive.
5. **EMERGENCY CALLS:** Successful bidder shall respond to emergency calls twenty-four hours of the original time of the call.
6. **SUPPORT:** Successful bidder shall provide an Account Representative to provide individual school staff training and support to the School system as a whole on a regular basis. The representative shall satisfy the following functions: 1) visits as needed to assist managers in problem resolution, and 2) provide annual in-service training as requested.
7. **ESCALATION CLAUSE/DE-ESCALATION CLAUSE:** All prices shall remain firm for 30 days, after which prices for milk can increase or decrease in accordance with changes in Class One Raw Milk Prices based on monthly Federal Milk Order Announcements for the applicable geographic zone.
8. Bidders are required to provide nutritional information for all items to be considered for bid.
9. Within ten (10) working days of the award of the bid, the successful bidder will provide the designated contact person of each district with the names and contact (cellular) numbers for all delivery personnel.
10. A schedule for delivery will be developed with the successful bidder and will meet all of the requirements of the school programs. No school keys will be available. Deliveries are not to be left unattended at any time.
11. The successful bidder shall deliver to each school and/or food service operation on a demand basis regardless of quantity of product ordered. There are no minimum quantity allowances.
12. All deliveries shall be in accordance with good commercial practice and Baldwin County Health Department Regulations. Under no circumstances should milk products ever be left outside. Drivers or helpers shall not be required to stow milk products on shelves. The vendor shall retain liability of product until such time as the local school receipts the product.
13. It will be the responsibility of the vendor to obtain signed delivery receipts from the CNP manager or other authorized CNP employee for each delivery made. The Board and local schools assume absolutely no liability or responsibility for goods claimed to have been delivered for which no signed receipt exists.
14. Only Grade A pasteurized 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 accepted. **INCLUDE A COPY OF THE COMPANY'S MOST RECENT HEALTH INSPECTION REPORT.** All milk shall be subject to inspection after arrival at destination. In any instances where the milk fails to meet required specifications, the schools reserve the right, at vendor's expense, to return the product. Milk failing to meet specifications included herein shall be reason to cause termination of contract. All products are to be delivered and maintained at a temperature of not more than 41 degrees F and no less than 32 degrees F.
15. A bid must be submitted to provide milk and MILK AND DAIRY PRODUCTS to all schools in the school systems. This bid will be awarded to the lowest and most responsible bidder meeting all requirements of the specification listed herein, and based on bottom-line total. A no-bid on any item is considered a no-bid for this entire bid.

16. Items to be purchased and description:

1. 1% Lowfat White Milk, Half Pint, Plastic Bottle
2. Fat Free Chocolate Milk, Half Pint, Plastic Bottle
3. Buttermilk, Low fat, Half Gallon
4. Skim (Fat Free) Milk, Half Gallon
5. Skim (Fat Free) Milk, Gallon
6. Lactose-Free Milk, Lowfat, ½ pint
7. Half-n-half- quart
8. Whole white milk, half pint, plastic bottle

17. The dairy company agrees to be responsible for damage to the milk boxes, refrigerators, buildings, and grounds that are the direct result of carelessness of the delivery person.
18. The low bidder shall leave the milk in cases as instructed by each manager and place milk into the appropriate coolers at the time of delivery. 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 replace said unused milk and/or unsatisfactory milk (off flavor, damaged containers, etc.) with fresh milk, each day at no cost to the school system. The Schools' CNP Manager will determine the quantities of product needed for all deliveries. Quantities must be delivered in accordance with the amount ordered by the manager.
19. Any change in the delivery schedule must be approved by the Child Nutrition Program Director. An office and cell phone number for a Vendor contact person must be provided to the Child Nutrition Program Director contact when needed.
20. Because of the breakfast program at the schools, milk shall be delivered to each school every day. Any change in delivery must be approved by the CNP Manager. A telephone and cell phone for a Vendor contact person must be provided to the CNP Manager to telephone when a school is not going to have enough milk to serve for that day.
21. The low bidder must agree to deliver fresh milk that has not been processed more than three (3) days. The low bidder must also agree to pick up and credit excess milk prior to holidays and such other times as school officials may reasonably request. THE MILK COMPANY SHALL DELIVER MILK ONLY IN CLEAN, SANITARY CASES.
22. Within ten (10) working days of the award of the bid, the successful bidder will provide the Child Nutrition Program Director with the names and contact (cellular) numbers for all delivery personnel.
23. It is the intent of each Board of Education to pay invoices MONTHLY. Therefore, the successful bidder must furnish two (2) copies of invoices of delivery for each school. One monthly statement must be provided to each Board of Education Child Nutrition Program to include the following information for EACH school:
 - (A) Name of school
 - (B) Date of delivery
 - (C) Invoice or ticket number
 - (D) Quantity purchased
 - (E) Extended totals, etc.
 - (F) Bid prices

Invoicing procedures must be acceptable to each Child Nutrition Program. Please mail or email monthly statements for each school to each Board of Education. Refer to contact information attached to bid documents.

24. **The Bidder will be financially responsible for any monetary loss to the Board of Education due to delivery shortages of milk and dairy products to any school. Schools are required to serve milk with all meals.**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, 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.
- (1) 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

Return this form with bid submittal.

Form AD-1048 (1/92)

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 which 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, and 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.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 7: Agriculture

PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement.

(d) Buy American—

(1) Definition of domestic commodity or product. In this paragraph (d), the term ‘domestic commodity or product’ means—

- (i) An agricultural commodity that is produced in the United States; and
- (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

- (i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
- (ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to—
 - (A) A school food authority located in the contiguous United States; and
 - (B) A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts—

(1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- (ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

- (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
 - (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
 - (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
 - (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- (2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(g) Geographic preference.

- (1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;
- (2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

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 email: program.intake@usda.gov.

This institution is an equal opportunity provider.

CITY OF GULF SHORES SCHOOL SYSTEM

VENDOR MINORITY QUESTIONNAIRE

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department of Education.

BID NO. _____

VENDOR NAME: _____

ADDRESS _____

PHONE # _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: _____ YES _____ NO

IS THE COMPANY OWNED BY: _____ MALE _____ FEMALE _____ BOTH

IS THE COMPANY INCORPORATED: _____ YES _____ NO

ETHNICITY OF OWNERSHIP:

_____ ASIAN AMERICAN

_____ AMERICAN INDIAN

_____ BLACK

_____ DISABLED

_____ HISPANIC

_____ OTHER (PLEASE SPECIFY): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Requirements of Vendors for Compliance with the Alabama Immigration Law

A condition for the award of a contract, bid or grant with Gulf Shores City School System Board of Education (the Board) requires that all such awarded contractors, vendors or grantees employing one or more employees in Alabama utilize the E-Verify program for newly hired employees. This requirement is placed upon vendors, contractors and grantees to which a contract has been awarded as a result of a competitive bid process. The compliance requirements of the Alabama Immigration Act include the following:

If your organization/entity does NOT employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form.
2. A letter stating that your organization/entity DOES NOT employ one or more employees in Alabama.

If your organization/entity DOES employ one or more employees in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form.
2. Submit to the Board a copy of your E-Verify Memorandum of Understanding. If required to comply and you are not registered, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once you go through the steps to enroll, the program will print the requested *E-Verify Memorandum of Understanding*. This is the document, a copy of which you must submit along with the Affidavit attached to this memo.
3. Execute and submit to the Board the attached Alabama Immigration Law Compliance Law Contract in the attached "Notice" form provided.

Please submit a W-9 Form, a copy of your E-Verify Memorandum of Understanding and a signed copy of the attached Notice of Compliance Contract along with your bid documents.

Sincerely,

Chad Green

Chad Green
Chief School Financial Officer

Notice of Alabama Immigration Law Compliance Requirements for Awarded Contracts or Agreements with Gulf Shores City School System

As a Contractor, as defined in the Act, to the GULF SHORES CITY SCHOOL SYSTEM (the “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 and as further amended by Act No. 2012-491.

Every contract or agreement entered into by the Board as a result of a competitive bid process from this point forward 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 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. *By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.*

Contractor shall enroll in the E-Verify Program 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 submit to the Board a copy of the e-Verify 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 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 there is no formal written contract between the Board and the Contractor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract.

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 Gulf Shores City School System with bid documents.

GULF SHORES CITY SCHOOL SYSTEM
MILK AND DAIRY PRODUCTS
Bid No. 2026-0003
BID CHECKLIST

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Read all bid requirements and specifications.

_____ Original signatures and date on all bid documents, bid sheets/pricing sheets and proposal forms.

_____ Insurance Certificates.

_____ USDA Form AD-1048. (Debarment)

_____ Minority Questionnaire.

_____ eVerify Documents included.

_____ Nutritional Information on bidded items

_____ Addendum (if any) has been included.

_____ Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title

_____ Mailing envelope has been addressed to:

Chad Green, CSFO
Gulf Shores City School System
300 East 16th Ave
Gulf Shores, AL 36542