GULF SHORES CITY BOARD OF EDUCATION
INVITATION TO BID
FRESH PRODUCE
BID NO. 2026-0005

The Gulf Shores City School System (the "Board of Education") will receive sealed bids for the purchase of **FRESH PRODUCE** products hereinafter described and specified.

Gulf Shores City School System will receive sealed bids for Fresh Produce hereinafter described and specified Bid Document and in Bid Proposal/Pricing Sheet.

All proposals must be **in sealed envelopes** and shall be in the hands of Chad Green, Chief School Financial Officer, no later than **11:00 a.m. June 9, 2026.** The bid opening will be held at **11:00 a.m., June 9, 2026 at the Gulf Shores City School System Central Office, 300 East 16th Ave, Gulf Shores, Alabama 36542.**

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.

NOTICE TO ALL BIDDERS: Compliance with the Alabama Illegal Immigration Act. Vendor must be in compliance with E-Verify requirements of the Alabama Illegal Immigration Act 2011-535 and as amended in Act 2012-491 (see attached). Documents must be signed and returned with bid package. Failure to do so will result in a rejection of the submitted proposal.

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 **July 1, 2026 – June 30, 2027 with an option to renew for four additional one year periods running from July 1 through June 30.** 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.

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's 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 applicable 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 products 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 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.

M. 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.

N. 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 reserves 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 respective 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 "PRICING 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 respective Board of Education.

VIII. DEFAULT

A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by 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 tot ake 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.

IX. SPECIAL REQUIREMENTS

A. The Board of Education reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.

B. The Board of Education reserves 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 respective 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:

a. Failure to use the bid forms furnished by the Board of Education.
b. Lack of signature by an authorized representative on the bid form.
c. Failure to properly complete the bid form.
d. Lack of vendor compliance.
e. Evidence of collusion among bidders
f. Unauthorized alteration of the bid form.

E. The Board of Education assumes 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.

I. 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.

J. Bidders are required to provide nutritional information for all items to be considered for bid.

K. 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.

L. A schedule for delivery will be developed with the successful bidder and will meet all of the requirements of the respective school programs. No school keys will be available. Deliveries are not to be left unattended at any time.

M. 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.

N. Within ten (10) working days of the award of the bid, the successful bidder will provide the respective Child Nutrition Program Director with the names and contact (cellular) numbers for all delivery personnel.

O. It is the intent of the 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.

P. <u>The Bidder will be financially responsible for any monetary loss to the Board of Education due to delivery shortages of fresh produce Schools are required to serve fruits and vegetables each day.</u>

Certification of Pricing Sheet and Alabama Immigration Compliance

VENDOR NAME:_____

VENDOR MAILING ADDRESS:_____

CITY, STATE & ZIP:_____

TELEPHONE:_____FAX NUMBER:_____

E-MAIL ADDRESS:_____

BUSINESS LICENSE NO.:_____

IF NO BID, STATE REASON:_____

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.

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

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 there from.

_____ _____
Authorized Signature Date

Payment/Procedure Terms

The personnel of the 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 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 respective accounts payable contact for the 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 **FRESH PRODUCE** for the Gulf Shores City School System.

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

QUALIFICATIONS OF BIDDERS

1. Any person, firm, or corporation submitting a proposal shall be Processor's or the manufacturers authorized sales agent for each item quoted. Bidder must be engaged on a full time basis in the food service supply business. Only qualified companies will be allowed to offer proposals.

2. Physical Facilities - The potential bidder's warehouse and trucks may be inspected by a representative of the Board of Education at any given time. The warehouse and trucks shall:
    1. be clean,
    2. be free of insects and rodents, and
    3. be adequate for storing and delivering products (dry, chilled, or frozen) that the potential contractor proposes to supply.
    4. Meet all FDA requirements.

3. Service Level - If the Board of Education do not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for proposal, then three (3) letters of reference from previous customers may be requested.

4. **All products must be from a primary grower shipper market that provides No. 1, Grade A Fancy or higher quality products.**

DELIVERY REQUIREMENTS

1. All products shall be quoted F.O.B.; individual school site, Gulf Shores City.
2. The successful bidders shall deliver to each school and/or food service operation on a demand basis regardless of the quantity of product ordered. There are no minimum quantity allowances.
3. Vendors shall make at least one delivery per week to each of the school cafeterias for the purpose of delivering produce. Vendors will establish a regular delivery day for each school and submit the schedule to the respective Board of Education for approval. No deliveries will be required during a holiday week to those schools scheduled for deliveries on the holiday(s). A copy of the school calendars will be provided after award of bid.
4. Vendors will be supplied with a time schedule showing the opening and closing time of each cafeteria. Deliveries will be made between the hours of 6:30 am and 1:00 pm. UPS, motor freight and other commercial carrier deliveries are not acceptable.
5. All deliveries shall be in accordance with good commercial practice and Baldwin County Health Department Regulations. **Delivery personnel must deliver, unload, stock and rotate produce in the cooler unless the CNP Manager does not want the vendor to do so.**
6. Products must be delivered in refrigerated trucks and produce must have a temperature between 32 degrees and 41 degrees at the time of delivery.
7. It will be the responsibility of each vendor to obtain signed delivery receipts from the CNP manager or other authorized CNP employee for each delivery made. The Board and local school assume absolutely no liability or responsibility for goods claimed to have been delivered for which no signed receipt exists.

8. Delivery personnel shall request the authorized school receiver, to verify the accuracy of quantities of each item, brand and code numbers and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by the delivery person. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage or unauthorized substitutions.

9. **Ordering: Shipments shall not be made to any school without a written purchase order. Vendors shall not accept verbal purchase orders from local school CNP managers.** The respective Board accounting or CNP staff will provide the vendor with a blanket purchase order for each school for a select time period to cover all costs of produce at that school. The CNP Managers will submit weekly orders by email.

10. Vendors will be allowed five (5) working days from the transmittal date stamped on the order to make delivery. In the event an ordered item is not delivered within the time frame previously described, or if the item is canceled or scratched from an order by the vendor, the right is reserved to cancel the original order for the item(s) in question and purchase similar item(s) on the open market from another source. The vendor will be back charged the difference between the contract price and the price the school has to pay on the open market as a result of the failure to perform by the contract vendor.

11. **Pricing**: **As per the pricing sheets, we are asking for the bidder's cost, fee, and the delivered price of each item. The Distribution Fee amount must remain the same throughout the contract period.**

    Product Cost + Distribution Fee = TOTAL COST

13. No substitution of brands, labels, quality of codes will be made without written approval of the Board of Education. Each substitute product delivered will meet the specifications for the particular item.

14. Vendors are expected to fill all orders at an average of 90% or above on the scheduled delivery date. If a vendor cannot ship a bid item due to insufficient or no stock, the vendor will notify the cafeteria manager prior to making any school delivery with the item marked "out of stock" on the invoice.

15. The Board of Education reserves the right to cancel an order or any part of an order by providing the vendor a minimum of 48 hours' notice of cancellation. Notice will be given by the respective Board' CNP Manager or the Board' accounting staff.

PROPOSAL FORM AND INFORMATION REQUIRED AT BID OPENING

The proposal form/pricing sheet which accompanies this bid request must be filled out legibly and in full. Failure to provide all information requested will absolutely disqualify a bidder from consideration on each item where the requested information is not provided.

INVOICING AND TERMS OF PAYMENT

Payment of all invoices is the responsibility of the individual Board's Central Office. Vendors will bill each Board on the first of the month for all invoices for the preceding month. Vendors can expect to receive payment without 30 days unless there is some contest in writing regarding the bill. Vendors may notify the respective Board if any CNP accounts are delinquent. USDA regulations do not allow payment of service charges or interest from CNP funds.

TERMINATION OF CONTRACT

In the event that the physical facilities of the contractor are destroyed, freeze/drought, other natural disasters (Act of God), or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by the Board of Education.

SCOPE OF WORK OR SERVICES

1. **Product Quality**: Product is to be U.S. grown and U.S. No. 1 grade or better. Vendor must have in place a system of tracking product from origin. All pre-pack salads and like items must be brand name, with a minimum of 7-days shelf life from day of delivery to school (example: if pre-packs are delivered on Monday, date and product must be good through the following Monday). All pre-pack items must be delivered to the District at 35 - 45 degrees Fahrenheit. If this produce is not delivered at the proper temperature, vendor is required to redeliver the product the same day or early the next morning, based on the customer's needs. This is mandatory and must be adhered to. In the event any of the items listed in this bid are not available domestically, the vendor shall submit complete information, including product origin with this bid.

   Unless otherwise indicated, all fruits and vegetables must have less than 2% decay at point of acceptance. All produce shall be fully mature and in good commercial condition with regard to texture, juiciness, firmness and temperature in accordance with its type and variety.

2. **Product Availability**: If, for any reason item(s) ordered by a cafeteria cannot be delivered when requested, because of unavailability, the appropriate cafeteria manager should be notified at least one day prior to scheduled delivery date and vendor should offer substitution options.

3. **Rejection Procedures**: The Board and Cafeteria staff has the right to reject any product that does not meet the proper standards as detailed in this bid. Failure by the cafeteria staff to promptly inspect or accept supplies shall not relieve the vendor from responsibility, nor impose liability on the customer for nonconforming produce.

4. The following list is cause for rejection of produce, but is not limited to said list:

   a. Insect infestation
   b. Mold
   c. Cuts
   d. Wilting and mushiness
   e. Discoloration and dull appearance
   f. Unpleasant odors and tastes
   g. Produce has passed the expiration date
   h. Bruised produce can provide a potential entry point for pathogens

5. **Food Safety & Recalls**: Ensuring the safety of the food supply is critical to the Board, manufacturers, distributors, and importers are expected to comply with all federal, state, and local laws and regulations and are liable if they do not. Recalls are an effective method of removing or correcting consumer products that are in violation of laws administered by the Food and Drug Administration. The potential bidder shall have a process in place to effectively respond to a food recall which should include the following objectives:

   a. Provide accurate and timely communications to the individual Board regarding a food recall.
   b. Ensure that unsafe products are removed from school sites in an expedient, effective and efficient manner.
   c. Streamline the process for reimbursement for recalled product.
   d. A one-page summary of each bidder's recall policy and procedures are to be submitted with this bid.

6. **Local Grown Product**: That vendors use locally grown product is encouraged, providing that product meets the quality standards as detailed in this bid document.

7. **Delivery**: Deliveries shall be made between 6:30 a.m. and 1:00 p.m. for the schools, Monday – Friday, except school holidays or closing days. Any request for change in regular delivery schedules must be submitted in writing to the Board of Education. This does not preclude the vendor or the cafeteria manager from making periodic adjustments request for convenience on either party, providing both parties are in agreement. Such changes should be rare and reasonable in nature. **Under no circumstances is product(s) to be left unattended on a loading dock**. **All product(s) must be delivered during a time when cafeteria staff is present.**

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

H. This bid has been independently arrived at without collusion with any other bidder or with any competitor.

2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.

3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.

4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: _____

PRINT/TYPE NAME
OF AUTHORIZED PERSON: _____ **TITLE:** _____

SIGNATURE: _____
(Officer of the Company)

Return this form with bid submittal.

U.S. DEPARTMENT OF AGRICULTURE

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

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

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 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.

Return Bid along with the completed U.S. Department of Agriculture form (AD-1048) to:

Chad Green
Chief School Financial Officer
Gulf Shores City School System
300 East 16th Ave
Gulf Shores, AL 36542

In compliance with your invitation to bid on Fresh Produce the undersigned proposes to furnish Gulf Shores City School System with "Fresh Produce Service" for all Gulf Shores City schools in compliance with the terms and condition listed in the instructions for bidders.

The bid proposal form is enclosed at the end of this document.

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 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 Agreement 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
FRESH PRODUCE PRODUCTS
BID NO. 2026-0005
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. (Debarement)

_____ 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
Gulf Shores City School System
300 East 16th Ave
Gulf Shores, AL 36542

Gulf Shores City Board of Education
BID No. 2026-0005
FRESH PRODUCE

Item No.	Description	GS Est. Quantity	Produce Cost	Distribution Fee (if any)	Total Cost
1	Apple Red Del. 113/125 ct.	150			
2	Apple Golden Del. 113/125 ct.	150			
3	Apple Granny Smith 113/125 ct.	50			
4	Banana Case	150			
5	Broccoli Florets 4/3#	0			
6	Broccoli Florets 3# BAG	100			
7	Cabbage Red Shredded 5#Bag	50			
8	Carrots Matchstick 5# Bag	40			
9	Carrot Sticks 5# Bag	25			
10	Carrots 10# Bag	0			
11	Carrots Baby Pack 100/2oz	125			
12	Carrots, Baby 12/1# Case	0			
13	Pears Bartlett Case	40			
14	Cauliflower Florets 3# Bag	34			
15	Celery Stalks 3 Each	0			
16	Celery Diced 5# Bag	15			
17	Celery Sticks 4/5 Case	25			
18	Celery Sticks 5# Bag	25			
19	Cumcumber Case	50			
20	Cucumber 10# Bag	20			
21	Cucumber Medallions 4/5# Case	0			
22	Cucumber Medallions 5#	0			
23	Egg Hardboiled Bucket	0			
24	Grapes Red Seedless Case	125			
25	Grapes White Seedless Case	125			
26	Grapefruit Case	0			
27	Lemon 200ct Dozen	0			

Item No.	Description	GS Est. Quantity	Produce Cost	Distribution Fee (if any)	Total Cost
28	Lettuce Case	0			
29	Lettuce Romaine Case	0			
30	Lettuce Romaine 3 Each	0			
31	Lettuce Romain Each	0			
32	Lettuce Romaine Chopped 6/2# C	0			
33	Lettuce Shredded 4/5# 1/8" Case	0			
34	Lettuce Salad Romaine 4/5# Case	0			
35	Lettuce Salad Romaine 5# Bag	0			
36	Nectarine Case	25			
37	Onion Green Dozen	15			
38	Onion Red 5# Bag	15			
39	Onion Yellow Medium 50#	15			
40	Oranges 100/138 Ct Case	125			
41	Peaches Yellow Case	75			
42	Pears Green D'Anjou 110/120 Cas	25			
43	Pears Bosc 110/120 Caseh	0			
44	Pepper Diced 5# Bag	0			
45	Pepper Diced 5# Bag	0			
46	Pepper Golden 3#	0			
47	Pepper Green 3#	25			
48	Pepper Red 3#	25			
49	Pepper Red 5#Bag	25			
50	Plumbs Case	0			
51	Potato Russet 90 Ct.	75			
52	Potato Sweet #1 Case	75			
53	Radishes Each	0			
54	Slaw Shredded 4/5# Case	0			
55	Slaw Shredded 5# Bag	0			
56	Spinach Stemless 2.5# Bag	0			
57	Spring Mix Case	0			
58	Squash Yellow Case	75			
59	Squash Zucchini Case	25			
60	Tangerines Case	50			
61	Tomato Cherry Case	160			
62	Tomato 5x6 Bulk Case	0			
63	Tomato 6x6 Bulk 25# Case	75			
64	Watermelon Each (15# average)	75			
		2279			

Please ensure that a response is included in every item to be considered a complete responsive bid.

Legal Name of Vendor: _____

Mailing Address: _____

_____

Telephone Number: _____

_____

Authorized Signature

Date: _____