Phenix City School District

Invitation to Bid

BID NO. GF2027-1

Bid Opening Date and Time: August 11, 2026 @ 9 AM EST

I. Miscellaneous

Failure to provide any of the information requested in this solicitation, in the requested format, or to meet any of the criteria outlined herein is reason for disqualification without consideration.

A. The Phenix City School Board of Education intends to contract for milk products that contribute to the meal component requirement of the USDA meal pattern with the most responsive bidder offering a proposal that is deemed the most acceptable and advantageous to the Phenix City School District.

B. The Phenix City School District will accept sealed bids to provide the specified services for a one-year contract with year 1 beginning September 1, 2025-July 31, 2026 with the option of renewing the contract for up to four years, one year at a time, based upon continuing evaluation, cost analysis, and mutual agreement between the school system and the vendor.

II. Proposed Timeline

A. The timeline listed below is the District's estimation of the time required to complete the process. Timeline subject to change.

Request for Proposals Issued by Public Notification	July 21, 2026
Vendor Questions Due to District	July 28, 2026
Response to Questions	July 31, 2026
Proposal Due	August 7 ,2026 by 2pm
Bid Opening	August 11, 2026 @ 9:00 AM EST
Recommendation to the Board	August 18, 2026
Notice to Proceed	September 1, 2026 (Pending Board Approval)

A. Vendors with questions regarding bid specifications must submit their questions in writing to Michelle Lian at mlian@pcboe.net no later than July 28, 2026.

B. Any changes, additions, or modifications to the bid request and any questions and answers (Q&A) related to this solicitation will be posted to the Phenix City Schools District website at http://www.pcboe.net under the Department of Operations and Administration (see "District Bids). It is the responsibility of the vendor to check the website periodically and before submitting a bid for any changes to the bid request.

C. Sealed bids must be submitted in two (2) printed copies and must arrive by August 7, 2026, by 2:00PM EST. Sealed bids must be mailed or dropped off at Attn: Michelle Lian, Director of Child Nutrition Program, 1700 17th Ave, Phenix City, AL 36867. The envelope/container must be marked **"Bid No. GF 2027-1, Fluid Milk"** on the front and **"SEALED BID DO NOT OPEN"** on the seal. If mailed or hand-delivered, addressed to Attention: Michelle Lian at the address listed above. Any late bids will not be opened or considered. **No faxed or electronic bids will be accepted**.

Failure to provide the information requested in this RFP in the requested format is reason for disqualification, without consideration.

D. Bid opening is scheduled for August 11, 2026, at 9:00 AM (EST), at the Phenix City Success Academy, Office of Child Nutrition Program, 1700 17th Ave, Phenix City, AL 36867.

E. Bidders should bid on service to all schools in the Phenix City School System.

F. Commencement of services shall be as soon as possible after the District School Board of Education approves the proposal with the successful Respondent, and the District files can be transferred, if necessary. The target date will be the first of the month following the School Board of Education approval.

G. Specifications or qualifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, specification of qualifications, etc., is intended to set quality and feature standards and does NOT exclude bids from others. Any bid containing the referenced products/services "or equivalent" will be accepted as long as the quality and features standards are met. When quoting equivalent products/services, the bidder must provide information substantiating that the standards have been met.

H. Bid price is to be all-inclusive (including taxes, fees, licenses, etc.) with no allowable additional costs to Phenix City School District. Prices shall be good for the length of this contract.

I. The final awarding of this bid will be made by the Phenix City School District/Board of Education based on a recommendation from the Board of Education.

J. Phenix City School District will review all proposals for service utilizing guidelines outlined by the Alabama State Bid Law.

K. The Phenix City School District reserves the right to reject any bid proposals, waive any technicalities, and award all or part of the contract in a manner that is in the District's best interest.

L. It is the bidder's responsibility to comply with all local, state, and federal laws applicable within the context of this bid.

M. It is not the policy of Phenix City Schools to purchase on the basis of low bid only. Quality,

conformity with specifications, purpose for which required, terms of delivery, transportation charges, past service, and dates of delivery are factors that may be used to determine the lowest responsible bidder.

N. Vendors shall bid on all items within the specified group/category. Phenix City Schools intends to award the bid as a total package bid award; however, the Board reserves the right to award the bid in any manner that will best serve the needs of Phenix City Schools.

O. Phenix City Schools reserves the privilege to re-bid or renegotiate any item(s) if the price(s) are beyond the amount anticipated or negotiations are unsatisfactory.

P. Phenix City School District is exempt from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4 (15), Code of Alabama, 1975.

Q. Contracts over $10,000 require compliance with Equal Employment Opportunity Regulations, The Clean Air Act, The Clean Water Act, and Environmental Protection Agency Regulations.

R. The Phenix City School District is an equal educational opportunity agency and prohibits discrimination in any of its educational programs, including employment, based on sex, race, religion, national origin, color, age, or any handicapping condition. The Board of Education complies fully with the provisions of Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the appropriate Department of Education regulations.

S. The vendor shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns, and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the vendor's expense. Labor shall include all restoration (leveling, sodding) of grounds broken up during the installation of the proposed services.

T. The vendor and his representatives shall follow all applicable school district regulations while on Phenix City School property, including the no smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environment unless permission is given by the principal or person in charge. All vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with the vendor's logo visible.

U. Vendors must have been in continuous business for a minimum of three (3) years and must be an exclusive provider, not a reseller, of services requested.

V. Phenix City School District reserves the right to cancel the contract with the vendor for nonperformance at any time during the contract period. Nonperformance includes, but is not limited to: failure to supply good quality service, failure to provide services for the full term of the contract, poor installation performance, poor billing and customer service, and failure to maintain status as an authorized representative of services.

W. Vendors must be able to provide consolidated billing under a single billing account number with detailed breakdowns of charges for individual service types, such as but not limited to maintenance, training, and charges over and above the basic plan.

X. Approved vendor must furnish each school with two copies of the delivery invoice, which includes the following information: date of delivery, invoice number, item type and quantity purchased, extended totals, and any applicable company discounts. Written credit memos for returned items not delivered should be provided at the time of delivery. This bid and any resulting contract do not restrict Phenix City Schools from using other fresh milk services from other vendors.

Y. All orders shall be ordered through the school manager. Milk will be ordered every week and

distributed by the vendor to each of the schools requested. Deliveries may be made any time during the work week between 6:30 AM and 1:30 PM daily EST.

Z. The following items must be attached to the completed bid submission: (1) Copy of Alabama Business License, (2) E-Verify Memorandum of Understanding or explanation of exemption and signature, (3) Completed and signed "Certification Regarding Debarment, Suspensions, and other Responsibility Matters (4) Copy of HACCP Certification Audit.

AA. All requirements specified in this invitation to bid and the vendor's bid response become part of any awarded contract.

SECTION I: Bid Form

_____

Date Bid Issued: 7/21/2026

Date Submitted: _____

Vendor Name: _____

Mailing Address:_____

_____

Telephone:_____

Our bottom-line bid for products included in Section IV is as follows:

Amount:_____

Addendum Number through _____ were received prior to my signing this proposal document.

_____

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the conditions outlined in contract Sections II and III.

_____
Signature

_____
Print or Type Name

_____
Title

_____
Telephone

_____
Date

SECTION II

2.0 GENERAL INSTRUCTIONS

2.1 General Conditions:

The Bid shall be offered, and the contract shall be entered into in accordance with the general conditions. However, should a conflict exist between the general conditions and the special conditions, the special condition shall take precedence.

2.2 Bidder Responsibility:

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

2.3 Clarification:

If clarification is required, the request shall be made in writing to the Phenix City Schools Child Nutrition Program no later than July 28,2026. The Phenix City Schools Child Nutrition Program will respond to the request by email, letter, or in the form of a written addendum, if it is determined that all prospective bidders should have benefits of the clarification. No addendum will be issued within the five (5) day period prior to the date of the bid opening. An addendum may serve to delay that opening for a time sufficient for all bidders to respond to the addendum.

2.4 Brand Identification:

Brand identification is not applicable to this bid. Bidders must bid on the specific products cited in this Bid Document.

2.5 Liability

Subsequent to the awarding of a contract, the contractor will be liable for any expense, including legal fees, incurred by Phenix City Schools Child Nutrition Program, or as a result of violations of the contract terms by any contractor.

2.6 Error in Bid

In case of an error in the price extensions, the unit price will govern. No Bid will be altered or amended after the specified time and date set for the bid opening. The Phenix City Schools Child Nutrition Program does reserve the right to correct mathematical errors, which cause an incorrect extension.

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

2.7 Submission of Bid:

Bids shall be submitted in compliance with the following criteria:

a. Bids must be submitted, signed and sealed to the location specified on the Invitation to Bid. The envelope/container must be marked **"Bid No. GF 2027-1, Fluid Milk"** on the front and **"SEALED BID DO NOT OPEN"** on the seal. If mailed or hand-delivered, addressed to Attention: Michelle Lian at the address listed above. Any late bids will not be opened or considered. **No faxed or electronic bids will be accepted**.

b. Bids delivered in Federal Express, UPS, or any other such delivery envelope shall be sealed in a separate envelope inside the delivery's packaging. Failure to do this may cause the bid to be inadvertently opened and thus rejected. **Bids sent via regular or express mail must be sent to the** Phenix City Schools, Child Nutrition Program, Success Academy, Attention Michelle Lian at 1700 17th Ave, Phenix City, AL 36867.

c. Fax bids will not be accepted.

d. Only bids submitted on bid forms furnished with this solicitation or copies thereof will be considered. **The signed bid form must be the original signature.**

e. The bid contract must be used without alterations.

f. Section I Bid Form (Page 4), and Debarment Certification Form Section IV (Page 17) and Section V (Page 16), and Requirement under the Alabama Immigration Law shall be in a sealed envelope with the company name, bid file number, and opening date on the outside of the envelope. It should be marked "Bid Documents". Bid documents shall be placed in an envelope as set forth above for mailing or delivery to the Phenix City Schools, Child Nutrition Program, Success Academy, 1700 17th Ave, Phenix City, AL 36867. The envelope containing Bid Document shall be marked in the lower left corner **"GF 2027-1**

Fluid Milk Bid" and shall have the name and return address of the bidding company appropriately shown on the face of the envelope.

2.08 Bid Acceptance:

Phenix City Board of Education reserves the right to reject any or all bids, to waive any informality, and, unless otherwise specified by the bidder, to accept any item on the bid. If a bidder fails to stipulate otherwise, it is understood and agreed that the Phenix City Board of Education has sixty (60) days to accept.

2.09 Award:

a. Contracts will be established between the lowest responsible, responsive bidder and The Phenix City Board of Education except as may otherwise be specified in the Invitation for Bid. Awards will be based on the total or bottom line on all items listed for each region. Award will be made to the lowest responsible bidder and will be determined by the lowest bottom line for each region.

b. The Phenix City Board of Education reserves the right to ascertain, subsequent to the bid opening, whether or not the bidder meets the requirements to be considered a responsible bidder. If it is determined that the bidder is not a responsible bidder and the determination is substantiated and justified to the satisfaction and approval of the Phenix City Schools Board of Education, bids submitted by that bidder will be rejected.

1. Delivery Ability:
   Bidder must demonstrate or have demonstrated to The Phenix City Board of Education the ability to promptly and efficiently deliver all the items on the bid list.

2. Capacity:
   Bidder must demonstrate to the Phenix City Board of Education that they have the physical as well as the financial capacity to procure and store the merchandise covered by the contract in the volume necessary to efficiently administer the provisions of the contract.

3. Reliability:
   For a bidder to be declared a responsible vendor, they must have a proven record of service in the administration of a contract of this size and this type. A distributor may be considered unreliable, thus irresponsible. If for any reason other than reasons beyond their control, they have violated any of the

requirements listed herein or have caused the cancellation of a contract of this type or have failed to properly communicate with participating entities on matters essential to a contract of this type.

4. Accounting Procedures:

   A bidder, to be considered for the award, must demonstrate to The Phenix City Board of Education the capability to provide accurate, reliable, and timely invoices, statements, and credits. They must demonstrate the ability and capability to provide any and all data.

   Billing procedures must be acceptable to the Child Nutrition Programs. Each system must receive a separate daily invoice of delivery.

5. Facilities and Equipment:

   Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. Refrigeration facilities used for storing milk and milk products must meet the recommendations of the Refrigeration Research Council. The delivery temperature of milk and milk products shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. The Phenix City Board of Education reserves the right to pre-qualify any or all bidders and to reject any bidder not meeting the requirements in the area of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage and delivery of the food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United States Food, Drug, and Cosmetic Act as well as any State and local Statute, Regulation, or Ordinance.

6. Delivery Equipment:

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

7. Review Process:

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

2.10 Taxes:

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

2.11 Gifts, Rebates, Gratuities:

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

2.12 Alternative Bids:

Alternative bids will not be considered unless specifically requested by the provisions of this bid document.

2.13 Substitute Distributor:

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

2.14 This contract shall be in effect for the period of September 1, 2026 to July 31, 2027 unless canceled for justifiable cause by The Phenix City Board of Education. If this should be the case, the contract would be offered to the alternate contractor. If the alternative distributor will not accept and a rebid is required, the prime distributor who was canceled by The Phenix City Board of Education will not be permitted to bid. Further, that distributor, by having the contract canceled for a justifiable cause, may have forfeited the right to bid on any contract originating from this office for the remaining contract period of the original contract plus an additional contract period.

If a distributor cancels a contract, the stipulations applicable to a cancellation imposed by The Phenix City Board of Education will apply.

2.15 Standard Contract Conditions:

a. This contract shall be governed in all aspects as to the validity, construction, capacity, performance, or otherwise by the laws of the State of Alabama and the United States.

b. Contractors providing service under this invitation for bids, herewith, assure The Phenix City Board of Education 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 Regulation (41 CFR Part 60).

d. State Sales Tax Exemption information will be issued upon request.

e. Contractors shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor’s performance of work under this contract, the contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.

f. The contractors agree to retain all books, records, and other documents relative to this agreement for three (3) years after the final payment. The Phenix City Board of Education, its authorized agents, and/or state/federal representatives shall have full access to, and the right to examine any of said materials during the said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

g. Any product offered which is not labeled in such a manner as to permit interstate transport will be rejected. Packers and or producers located within the State of Alabama must

understand that Alabama Department of Agriculture inspection labels will not qualify under provisions of this Invitation to Bid.

h. Contractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 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.

i. By signing this document, the contractor certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.

j. The contract distributor shall be liable for gross receipt taxes in accordance with Alabama statutes if applicable.

k. Contractors shall comply with Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998. Contractors shall, to the maximum extent possible, utilize domestic commodities. The legislation defines “domestic commodity or product” as one that is produced in the United States or processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially shall mean that over 50 percent of the final processed product shall consist of agricultural products that were grown domestically. Failure to abide by this provision shall result in the cancellation of the contract, the refund of all funds paid toward the purchase of such products, and the removal of the contractor from doing business with agencies of the State of Alabama for a period of not less than five (5) years.

l. Contractor must be licensed to do business in Russell County , Alabama.

2.19 Assignment:

The contractor shall not assign, sell, or subcontract in whole or in part, its rights or obligations under this agreement without the prior written consent of the Phenix City Board of Education. Any attempted assignment or sale of the contract without said consent shall be void and of no effect.

2.20 Product Requirements:

1. Product Specifications:

   Only Grade A Pasteurized Fluid milk and fluid milk products shall be manufactured and packaged as defined in the Rules of State Board of Health, Bureau of Environmental Services, Division of Food, Milk, and Lodging Chapter 420-3-16, Production Processing, Handling or Distribution of Milk. Milk products shall be pasteurized, homogenized, and vitamin fortified. Fluid milk shall be delivered at a temperature of 40 degrees or less. Any milk delivered above degrees may be rejected or returned for credit if spoilage occurs.

   Include a copy of the company's most recent health inspection report

2. Product Protection Guarantees:

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

3. Import Products:

   The Buy American Provision of the National School Lunch Act requires that we purchase and use only domestic products

4. Brand "Quoting On":

   Not applicable to this bid

5. Unit of Purchase:

   The Unit of Purchase is specified on Page 17

SECTION III

3.0 SPECIAL CONDITIONS

Scope

3.0.1 Purpose:

The purpose of this Invitation to Bid is to establish a contract between the Phenix City Board of Education and Distributors for milk products and the distribution of those items. This contract will establish a maximum price that participating schools will pay for any items covered by the contract during the term of that contract.

The successful distributor(s) will be responsible for purchasing, warehousing, and distributing the milk and milk products. Distributors are obligated to furnish the items covered by the contract at prices that do not exceed the contract price. Please see section 3.1.2. Regarding Unit price escalation/de-escalation.

3.0.2 Contract Duration:

The duration of these contracts shall be from September 1, 2026 through July 31, 2027. The effective date (date of issue) is expected to be September 1, 2026. The Phenix City Board of Education reserves the right to extend this contract for four (4) additional twelve (12) month periods. Any Contract extensions are contingent upon the written approval of both the contractor and The Phenix City Board of Education.

3.0.3 Volume:

The quantities indicated on the bid form are based on the previous year's purchases and are accurate to the best of our ability to gather data. However, bidders must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase an amount in excess of the actual requirement.

3.0.4 Restriction:

No Purchase shall be made under the provisions of the contract for items not specifically listed and authorized by the contract except as set forth in section IV. Any item(s) not specifically listed on the distributor's bid may be procured according to pricing.

3.0.5 Other Agreements:

Upon the effective date of the contract, all other agreements or portions of other agreements held by participating entities that pertain to items covered by the contract shall be void except as noted in this bid proposal.

3.0.6 Definitions:

a. Damaged Item:

The term “damaged” for purpose of this document, shall refer to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hamper identification, the contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

b. Current Label

Current label shall refer to a product that can be substantiated as “fresh” by being tied to the code date on the containers.

3.1 SPECIAL CONDITIONS

3.1.1 Alternate Bids

Alternate bids will not be considered unless specifically requested in these specifications.

3.1.2 Unit Price

All Prices shall be firm for 30 days, after which the process for fluid milk can be escalated or de-escalated in accordance with combined changes in Class 1 raw milk and butterfat prices based on monthly Federal Milk Order announcements for the applicable geographical zone. Prices for milk delivered can be escalated or de-escalated at the rate of $0.001 per half pint for each full $0.15 increase/decrease in raw milk per hundredweight. Any changes (up or down) in prices must be announced to the Phenix City Board of Education by the 23rd of the month preceding the month in which the change will occur. All price changes shall be effective on the first day of the month. A copy of the Federal Milk Order must accompany any change in price. Suppliers are also requested to submit conversion calculations showing the manner of arriving at the amount of change. When computing price changes, you shall use the base month as of June of the current year and the current month of the Federal Milk Order.

3.1.3 Firm Bid Price

Not Applicable. This is an escalating/de-escalating contract.

3.1.4 Packaging

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

3.1.5 Default

In case of default on the part of a distributor, The Phenix City Board of Education may elect to have those entities affected by the default purchase and receive needed items from other sources until a substitute distributor is designated. **In such cases, the contractor in default will be held liable for any cost differential between the approved contract price and the acquisition cost of items purchased from another source.** Provided, however, that items purchased by the entities in this manner shall be approved equal in quality and quantity to those required by the specifications. The contractors in default will not be expected to pay a price differential on a product considered by the industry to be superior in quality to the product specified in the original bid invitation.

3.1.6 Contract Application

The terms and conditions set forth in this invitation for bids shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this invitation, and any assurance made by the successful bidder in satisfaction of the Invitation for Bids shall become a part of the agreement between Phenix City Board of Education and the successful bidder. Phenix City Board of Education shall have the right to rely upon documents and assurances submitted by the bidder.

3.1.7 Delivery Times and Places

Deliveries shall be required to all school sites as listed at the end of this section and as follows:

a. Nine (9) months per year or eleven (11) months per year (Two options: school district should indicate by an X the option chosen).

❐ 1. All Sites require delivery nine (9) months per year
☒ 2. All sites require delivery nine (9) months per year, and those with “Summer” beside the site name require deliveries for an additional two (2) months.

b. The frequency of delivery shall be (Four Options: school district should indicate by an X the option chosen).

☐ 1. Weekly to all sites.
☒ 2. Twice a week to all sites.
☐ 3. Daily to all sites.
☐ 4. Every other day to all sites.

c. Deliveries shall be completed between the hours preferred, 6:00 am to 1:30 pm EST.

d. The Phenix City Board of Education shall be required to provide a list of observed holidays and other closings to the contractor serving their region so the contractor does not make unnecessary delivery trips. The contractor shall review this list prior to scheduling deliveries. If Phenix City Schools fails to provide this list of closings, the contractor may charge for an unnecessary delivery trip. Make-up deliveries shall be scheduled during the same week as the closing on a mutually agreed date.

e. Drivers and helpers shall leave milk cartons in the master case when placed in a cabinet. If a district has “self-leveling” milk boxes, the driver shall stock the milk display cabinet and rotate stock.

3.1.8 Delivery Requirements and Schedules

a. Initial delivery schedules shall be submitted to participating entities and to drivers by Lunchroom Manager.

b. Morning deliveries are preferred from 6:00 am to 11:00 am EST.

c. Drivers and helpers shall deliver merchandise to designated areas.

d. Delivery failure: If a successful bidder fails to deliver an order, the Bidder will take corrective action either by making a social delivery or by arranging for delivery by another vendor. The bidder shall assume any additional costs between the price of the originally ordered items at the price from the alternative vendor. At least a 99% average fill rate for deliveries is expected.

e. Failure to deliver as specified and in accordance with the bid submitted may constitute sufficient grounds for cancellation.

f. Drivers and helpers shall request the authorized receiver or the designated representative to verify the accuracy of quantities of each item, the brand and code numbers of each

item, and the condition of the merchandise. Each delivery ticket shall be signed by a designated receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated receiver and initiated by both the truck driver and the receiver. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.

g. Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

h. If deliveries are made wherein shortages or damaged items are noted, the contractor will be required to make “next day” deliveries to correct the discrepancies. However, if the shortage had been noted and transmitted to an affected entity during the order process, the requirement for “next day” shall not apply. The term “next day” is used to allow entities to exercise that option. However, it shall not be intended as mandatory.

i. The successful contractor will pick up damaged and/or empty cartons of product. The organization will be given credit for all damaged and /or empty cartons of product. However, the contractor will not be required to credit organizations for damaged milk due to equipment failure.

j. The contractor will not be responsible for picking up “leftover” milk prior to a holiday or school closure. If the contractor delivers quantities in excess of the quantities that were requested, the contractor will be responsible for picking up the extra cartons.

3.1.9 Payments

All invoices for products received and accepted prior to the last working day of the month shall be paid on or before the last day of the next month. The distributor will notify the Accounts Payable Office of any delinquencies.

3.1.10 Decimals

Any mathematical calculation that involves decimals shall be treated as follows:

a. You may take decimals to the fifth digit or more for computation purposes. However, for the final delivery unit cost, you will round off to the next higher figure if the third digit is five (5) or greater. Round off to the lower figure if the third digit is a four (4) or less.
b. In determining final delivery unit costs, decimals will be carried only two (2) places

3.1.11 Non-Dairy Products

1. Prices to remain firm through July 31, 2027.
2. The quantity may vary depending upon usage during this time.
3. Bidders must fill on the Bid Unit price and Bid Extension column on the bid.

If additional information is needed, please call Mrs. Michelle Lian at (334)592-1702.

SECTION IV

U.S. DEPARTMENT OF AGRICULTURE

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

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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 o obtained by contacting the Department of Agriculture agency with which this transaction originated.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____ Organization

Name PR/Award Number or Project Name

_____Name(s)

and Title(s) of Authorized Representative(s)

_____ _____

Signature Date

Form AD-10-48 (1/92)

SECTION V

5.0 BID INSTRUCTIONS

5.1 Bid Package:

The bid package consists of the following

- Section I Invitation to Bid
- Section II General Instructions
- Section III Special Conditions
- Section IV Debarment Certification
- Section V Bid Instructions
- Section VI Product Identification/Bid Sheets
- Section VII List of Delivery Sites
- Section VIII Requirement under the Alabama Immigration Law

5.2 Invitation to Bid Form: (**Return this form completed)**

All information requested on the Invitation to Bid form must be completed. Incomplete and/or unsigned forms may be rejected. Special attention should be given to instruction and general conditions and definitions.

5.3 Product Identification/Bid Sheets: (**Return this form completed)**

Section VI, Product Identification/Bid Sheets – When you complete the Product Identification/Bid Sheets, you must forward all totals to the Grand Total Bid Sheet (Page 24) of the bid document.

Debarment Certification Form: (**Return this form completed)**

Section IV Debarment Certification – This form must be completed and returned with the Invitation to Bid Form and the Product Identification/Bid Sheets, including the Grand Total Bid Sheets.

5.4 Requirement under the Alabama Immigration Law**:** (**Return this form completed)**

5.5 Bid Form:

Bids must be presented on the form supplied herein or a copy of that form. Bids submitted on any other form, unless prior approval for such deviation is granted by Phenix City Board of Education, will be rejected.

5.6 Health Inspection Form

Include a copy of the company's most recent health inspection report

Instruction for Certification

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it later is determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded ", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. Prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five (5) of these instructions. If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contract Section VI – Milk Products Bid Sheet **Bid # GF 2027-1**

Company Name**:** _____

Item	Description	How Packed	Bid Unit	Usage	Unit (Carton) Price	Case Price	Extended Price
1	Milk, Fat Free Unflavored – carton	Case	½ pt.	4500			
2	1% Milk, Low Fat, Unflavored - carton	Case	½ pt.	252,000			
3	Milk, Fat Free Chocolate – carton	Case	½ pt.	553,000			
4	Milk, Fat Free Strawberry – carton	Case	½ pt.	144,000			
5	Fat Free Buttermilk	Case	1 gal	500			
6	Lactose Free Milk	Case	½ pt.	2100			
7	Soy Milk	Case	½ pt.	100			
8	Whole Milk Unflavored	Case	½ pt.	500			
9	Whole Milk Flavored	Case	½ pt.	500			
	Bottom-line TOTAL price for milk products			956,100			

Contract Section VII

School	Address	Managers
Central High School	2400 Dobbs Drive Phenix City, AL 36870	Linda Averett
Sherwood Elementary	906 Idle Hour Drive Phenix City, AL 36867	Laura Sewell
Lakewood Elementary	24 Explorer Drive Phenix City, AL 36867	Brenda Seldon
Lakewood Primary	18 Explorer Drive Phenix City, AL 36867	Debbie Livingston
Central Freshman	2800 Dobbs Drive Phenix City, AL 36870	Ski Phillips
Ridgecrest Elementary	1806 8th Place South Phenix City, AL 36869	Kantessa Smith
Phenix City Intermediate	2401 South Railroad Street Phenix City, AL 36867	Katrina Sanders
Meadowlane Elementary	709 Meadowlane Drive Phenix City, AL 36869	Jackie Bellamy
Westview Elementary	1012 Ingersoll Drive Phenix City, AL 36867	Shay Lowman
Phenix City Elementary	2307 South Railroad Street Phenix City, AL 36867	Andrea Thomson
South Girard School	521 Fontaine Road Phenix City, AL 36869	Eva Johnson
Creekside Early Learning Center	2701 40th Street Phenix City, AL 36867	Shay Lowman
Phenix City Early Learning Center	1014 Ingersoll Drive Phenix City, AL 36867	Shay Lowman

***** A.M. DELIVERY PREFERRED FOR ALL LOCATIONS*****

The above approximate quantity of Milk for all 13 locations will be for the period September 1, 2026-July 31, 2027.

Section VIII

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of Phenix City Schools

As a Contractor, as defined in the Act, to the Local Board of Education ("Board"), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with the attached E-Verify Memorandum of Understanding. If you do not believe these obligations apply to you, please notify the Board immediately.

Every contract entered into by the Board 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. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the Board. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Board and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the 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 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

Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
fax:
(833) 256-1665 or (202) 690-7442; or
email:
Program.Intake@usda.gov
This institution is an equal opportunity provider.