BID/PROPOSAL ANNOUNCEMENT

The Dothan City Board of Education (DCBOE) will accept proposals until **9:30 AM on Tuesday, 12/01/2026** for **FRESH BREAD SERVICE** for the school system's Child Nutrition Program in accordance with the enclosed conditions and specifications.

Bids will be publicly opened at 9:30 AM on Tuesday, 12/01/2026
Bids are opened at the DCBOE located at 1665 Honeysuckle Road in Conference Room A. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid., attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the DCBOE regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Bidder and the DCBOE.

The DCBOE is not responsible for delays occasioned by the U. S. Postal Service, the internal mail delivery system of the DCBOE, or any other means of delivery employed by the bidder. Similarly, the DCBOE is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bid responses will be retained in the bid file, **UNOPENED.**

The DCBOE reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

Please DO NOT return the entire ITB document!

ONLY the following pages should be included in your submitted bid packet:

- Federal Provisions Certification **(page 10)**
- Debarment Certification **(page 11)**
- Non-collusion Certification **(page 13)**
- Contractor Affidavit **(page 14)**
- Response Form_Price Quote **(page 15)**
- Response Form_Vendor Certification **(page 16)**
- Bid Bond or Certified Check **(see requirements under General Specifications section)**

GENERAL SPECIFICATIONS:

- Bread ingredients and baking methods shall meet or exceed State regulations.
- All packaging in which bread is furnished or delivered shall be standard commercial packages, securely sealed to ensure freshness and protect contents from contamination. Packages that are dirty, torn, open, mashed, and/or otherwise damaged in any way shall not be accepted.
- The successful bidder agrees to deliver fresh bread products that have been baked no longer than 24 hours prior to delivery.
- Bread products must be equal quality to that sold under the bidder's brand name in retail stores.
- All bread products shall be made with enriched flour with calcium proprionate added to retard spoilage.
- Items to be purchased are listed on the attached item specification sheets. Quantities listed are based on anticipated use, but are estimates only and subject to change.

Substitutions are not to be made by the bidder without prior consent of the CNP Director. Any substitutions made without prior consent will be refused. Items to be substituted must be equal to or higher in quality to the original item. Items that are not listed but are later approved for purchase by the Dothan City Board of Education, shall receive the same price discount as the bid items.

This contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama. Contractors providing service under this request for Proposal; herewith, assures the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations (41 CFR Part 60). State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices. Contractor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment for audit purposes and to make said records available upon request.

The bidder shall comply with all requirements contained herein. The submittal of a bid indicates the bidder's agreement to all terms and conditions of this Invitation to Bid. All bidders must make proposal in accordance with the requirements and specifications, on the proposal form provided, or bid will not be considered.

Each bidder must furnish a bid bond totaling five percent (5%) of the total bid amount, not to exceed $10,000.00. In lieu of the bid bond, a certified check for the amount will be accepted. The bid bond is required by Alabama Law, Section 41-16-50. A company check is **NOT** acceptable. All checks will be returned at the time the bid is awarded and a contract is signed.

The Dothan City School Board of Education reserves the right to reject any and/or all bids or any part thereof; to waive technicalities or informalities; and to award the contract to other than the low bidder, if cause can documented.

PRICE ESCALATIONS

All prices shall be firm for 90 days, after which prices may be changed up or down in accord with changes in the cost of flour, f.o.b. the bakery. Bread prices can change at the same rate as flour on the basis that one pound of bread, hamburger buns or hot dog rolls requires .622 pounds of flour. If, at proposal time, flour cost 11.056¢ per pound or 6.88¢ for 6.22 pounds, a 10 percent increase in the cost of flour would be .69¢ per one pound of bread. If the proposal price of bread is 36¢ per pound, the price could be escalated to 36.69¢. Petitions for price escalation must be substantiated by independent verifiable market bulletins reflecting (1) the price of flour at time of the bid award and (2) at time of petition for escalation. Invoices for the purchase of flour reflecting the increase in price should accompany the petition and market bulletins. Petitions with in-house developed spreadsheets or company news announcements are not acceptable as documentation. Petitions for price escalations must be approved by school district officials.

DELIVERY REQUIREMENTS

Deliveries are inside deliveries and are to be placed in designated areas as specified by each site CNP Manager or designee. Deliveries will be made in a equipment suitable to protect the quality and food safety of the products. Delivery and services shall meet the food safety standards currently in effect and shall always meet the approval of the Child Nutrition Program Director or designee.

BILLING REQUIREMENTS

Distributor must furnish each school two copies of the delivery invoice that includes the following information:

- date of delivery
- invoice number
- item type and quantity purchased
- extended totals

If there is an error or discrepancy, the manager and delivery person shall note same on all copies of the invoice and sign notation. The credit or debit shall show the original invoice number, date and error being corrected on the face of said credit or debit. The credit or debit shall be made in duplicate with one (1) copy sent to the cafeteria manager and the other sent to the Accounting Department, Central Office, Dothan City Schools. Each school shall have a separate invoice number.

Bills will be paid monthly by the Accounting Department unless disbursement from the Government has not been received by the Board of Education.

ORDERING OF PRODUCTS

During the course of the contract, the Child Nutrition Program shall purchase bread items as listed on the Bid Response Form and reserves the right to add or delete items at its discretion. All orders will be placed by the individual schools' CNP Manager to the awarded vendor representatives.

The successful bidder will provide a usage report of purchases by item. The report is due to the CNP Director by the 10th of the month following the end of the period as shown on the schedule below:

PERIOD	**REPORT DUE**
August - December	January 10
January-June	July 10

PERIOD OF CONTRACT

The contract period for this bid invitation will be from **January 1 - July 31, 2027**. By mutual agreement of the Board and the vendor, this contract may be extended annually for up to four (4) twelve (12) month periods (August-July). This contract may be terminated at the end of any of the first three 12-month periods by notice in writing given by either party to the other at least 60 calendar days prior to end of contract period. Contract automatically expires at end of fourth 12-month period (July 2031).

Title 2: Grants and Agreements. PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirement. §200.321 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less

than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
(J) See § 200.323.
(K) See § 200.216.
(L) See § 200.322.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Title 7: Agriculture. PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart C—Requirements for School Food Authority Participation

§210.16 Food service management companies.

(d) Duration of Contract. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification.

Subpart E—State Agency and School Food Authority Responsibilities

§210.21 Procurement.

(d) **Buy American** -
(1) **Definition of domestic commodity or product.** In this paragraph (d), the term 'domestic commodity or product' means -
(i) An agricultural commodity that is produced in the United States; and
(ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
(2) **Requirement.**
(i) **In general.** Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
(ii) **Limitations.** Paragraph (d)(2)(i) of this section shall apply only to -
(A) A school food authority located in the contiguous United States; and
(B) A purchase of domestic commodity or product for the school lunch program under this part.
(3) **Applicability to Hawaii.** Paragraph (d)(2)(i) of this section shall apply to a school food authority in Hawaii with respect to domestic commodities or products that are produced in Hawaii in sufficient quantities to meet the needs of meals provided under the school lunch program under this part.
(e) **Restrictions on the sale of milk.** A school food authority participating in the Program, or a person approved by a school participating in the Program, must not directly or indirectly restrict the sale or marketing of fluid milk (as described in § 210.10(d)(4) of this chapter) at any time or in any place on school premises or at any school-sponsored event.
(d) **Cost reimbursable contracts** -
(1) **Required provisions.** The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

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

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) **Prohibited expenditures.** No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(e) **Geographic preference.**

(1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

(2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section,

"unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

[53 FR 29147, Aug. 2, 1988, as amended at 64 FR 50741, Sept. 20, 1999; 70 FR 70033, Nov. 21, 2005; 71 FR 39516, July 13, 2006; 72 FR 61491, Oct. 31, 2007; 76 FR 22607, Apr. 22, 2011; 77 FR 4153, Jan. 26, 2012; 81 FR 66489, Sept. 28, 2016]

I certify by signature below that I have reviewed the required federal provisions as listed on pages 6-10 of this ITB and will abide by them.

Company Name	Signature (Company Representative)
Address	Printed Name (Company Representative)
City, State, Zip	( ) - Phone Number
Date	Email Address (Company Representative)

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, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(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	**ITB/RFP NAME OR #**
NAME OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT)	**TITLE**
SIGNATURE OF AUTHORIZED REPRESENTATIVE	**DATE**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

DEBARMENT CERTIFICATION - INSTRUCTIONS

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 is later determined that the prospective lower tier participant knowingly rendered and 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 which this proposal is submitted if at any time the prospective lower tier participant 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 which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The 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 Transactions," without modification, in all lower tier covered transactions and in 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 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 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.

NON-COLLUSION AFFIDAVIT

I, _____, an authorized agent/representative

of _____attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham ITB, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham ITB/RFP, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the ITB/RFP of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the ITB/RFP price or of that of any Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the ITB/RFP are true; and further, that the Bidder has not, directly or indirectly, submitted his/her ITB/RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, ITB/RFP depository, or to any member or agent thereof, to effectuate a collusive or sham ITB/RFP.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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

_____

SIGNATURE AND SEAL OF NOTARY PUBLIC

My Commission expires: _____

AFFIDAVIT OF CONTRACTOR

Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,

2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and

3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes the Dothan City Board of Education to terminate this contract for a first violation of §9(a) of said Act, and requires the Dothan City Board of Education to terminate this contract for a second violation of §9(a) of said Act.

Business Entity Name	Signature (Company Representative)
State	Printed Name (Company Representative)
City / County	Title
Date	( ) - Phone Number

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

SIGNATURE AND SEAL OF NOTARY PUBLIC

My Commission expires: _____

VENDOR RESPONSE FORM
FRESH BREAD PRODUCTS & SERVICE

PRICE QUOTE ITEM #	ITEM NAME & DESCRIPTION	APPROVED BRANDS	BRAND & PACK SIZE	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
9101	**BREAD, SANDWICH, WHOLE GRAIN** made w/ minimum 51% whole grain flour; 20 oz loaf; enriched, 18 slices per loaf plus 2 end slices; each slice credits as 1 grain equiv per USDA meal pattern	Flowers, Bimbo		10,000 lv	loaf	
9104	**BUNS, HAMBURGER, WHOLE GRAIN** made w/ minimum 51% whole grain flour; buns to be min 3¾"; sliced; 30 ct; each bun credits as 2 grain equiv per USDA meal pattern	Flowers, Bimbo		350,000 ea	each	
9107	**BUNS, WIENER, WHOLE GRAIN** made w/ minimum 51% whole grain flour; buns to be 5½" long; sliced, side cut; 16 ct; each bun credits as 2 grain equiv per USDA meal pattern	Flowers, Bimbo		100,000 ea	each	
9110	**BUNS, HOAGIE, WHOLE GRAIN** made w/ minimum 51% whole grain flour; buns to be 6" long; sliced; 6 ct; each bun credits as min 2 grain equiv per USDA meal pattern	Flowers, Bimbo		60,000 ea	each	
				BID TOTAL		

VENDOR RESPONSE FORM
FRESH BREAD PRODUCTS & SERVICE

VENDOR CERTIFICATION

I certify by my signature below that the terms and conditions of this bid are understood and accepted, and that I have the authority to obligate the company listed below to perform under the conditions outlined in the attached invitation to bid. **Bid closes TUESDAY, December 1, 2026 @ 9:30 AM (Central).**

COMPANY NAME (PLEASE PRINT)	**ALABAMA BUSINESS LICENSE #**
SIGNATURE OF COMPANY REPRESENTATIVE	**PRINTED NAME OF REPRESENTATIVE**
EMAIL ADDRESS OF REPRESENTATIVE	**OFFICE TELEPHONE**
DATE	**MOBILE TELEPHONE**